52 Student clubs/Organizations
1 WRMC Public Records: Associated Press
1971-1995

BOX 3
FOLDER 5

THE ASSOCIATED PRESS
260 SUMMER STREET
BOSTON, MASS. 02210

April 16, 1979

150/month

Mr. Ron Nief
Director Public Affairs
Middlebury College
Middlebury, Vermont

Dear Ron:

This, as you asked, will spell out the terms under which Associated Press services could be made available to Station WRMC FM at Middlebury College.

The AP Broadcast Wire is furnished to educational, non-commercial stations under two plans - for full or partial broadcast years.

The charge for a station operating 52 weeks a year is $2,540.00 yearly, or $48.85 weekly, payable in a lump sum.

Stations with limited broadcast years may purchase AP Broadcast Wire service under a plan that allows for two suspensions yearly. Under this plan the rate would be $57.35 weekly, payable monthly. A two year contract is required.

AP's news service in sound - known as AP Radio - could be delivered to WRMC FM for the minimum rate of $82.65 weekly.

only 52 wks/year

These are complete prices for service delivered via standard teletype. The price includes installation, teletype maintenance, paper and ribbons, shipment of supplies and wire lease. For reception by Extel printer, there would be a surcharge of $10.00 weekly.

The service we furnish college stations is the complete AP Broadcast Wire Report and the entire AP Radio production. The contents of the wire are listed in the back of the enclosed Style Book, and the attached brochure should contain what you need to know about AP Radio.

I'll stay tuned for any further questions you might have. I thank you for your interest and hope we can be of service to WRMC FM.

Sincerely

Jim Smith

Mr. Steinfort
Mr. Rizzo
Mr. Kellogg
Mr. Bowles
Ms. Shulins

Daryl Stachle newspeison

JAMES F. SMITH
SENIOR BROADCAST EXECUTIVE
NEW ENGLAND STATES

TELEPHONE:
(617) 357-8100

6762 10:30 ~~Wed~~ Wed 6/27

MEMORANDUM

To: Jackie Flickinger April 17, 1979

CC: Don Kreis

From: Ron Nief

Here is some general information on the AP news service. We should be getting a letter by the end of this week which will outline everything in detail.

The AP offers a special rate for noncommercial stations.

1. Basic Teletype Service

a. full broadcast year - $2,540 ($48.85 weekly). This covers all needs for the basic teletype service - line, supplies, ribbons, maintenance, etc.

b. limited service - (this includes 2 suspensions of service during the year - each suspension must be for a period no less than 2 weeks) - $57.35 per week.

2. Audio Service

The audio services are only supplied on a 52 week year basis. Total cost is $82.65 per week (this would be $4,297.80 per year). This covers availability, line costs, etc.

The audio service provides a full-scale news operation:

a. 5 minute news broadcast on the hour
b. half-hour feed of actualities (many of which are used in the hourly news cast but are available for other purposes - they are billboarded on the broadcast wire)
c. sports update at quarter past the hour - 8 times a day
d. business barometer - 8 times a week
e. a wide variety of feature material
   Weekend features
   Public Affairs features
   "Town Meeting of the Year"
f. Northeastern regional news feed - twice daily
g. live coverage of all presidential news conferences.

AP audio plans within the year to be on a satellite feed. Currently it is on a 3kc line; it will go to a 5kc line when the satellite installation is in.

I will forward all additional material when it comes in later this week. I hope this is helpful.

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https://archive.org/details/wrmcpublicrecord00unse_2

July 10, 1979

United Press International, Inc.
220 East 42d Street
New York, N.Y. 10017

Attention: Mr. John Nagel
Marketing Division

Dear Mr. Nagel:

I would appreciate it if you would send me your proposal for a rate schedule for UPI service for our student radio station WRMC-FM for the 1979-1980 school year, covering the period September 1 to June 1.

I'd like to have this proposal as soon as possible so that I can make a cost comparison with other news services and make a decision very soon.

Thanks for your help.

Sincerely yours,

Jacqueline Flickinger
Director, Student Activities

July 10, 1979

United Press International, Inc.
220 East 42d Street
New York, N.Y. 10017

Attention: Mr. John Nagel
Marketing Division

Dear Mr. Nagel:

Your proposal for a radio schedule for WPI service for our student year, covering the period September 1 1979-1980 school year, to June 1.

I'd like to have this proposal as soon as possible so that I can make a cost comparison with other news services and make a decision very soon.

Thanks for your help.

Sincerely yours,

Jacqueline Flickinger
Director, Student Activities

United Press International, Inc.

220 EAST 42ND STREET
NEW YORK, N.Y. 10017
212 / MU-2-0400

STATION WRMC-FM
MIDDLEBURY COLLEGE
MIDDLEBURY VT 05753

DATE JUN/01/79
ACCOUNT NO. 162161-4
INVOICE NO. 9152

INVOICE

BALANCE FROM LAST INVOICE		$238.96
CURRENT BILLING PERIOD	JUN/03/79 THRU JUN/30/79 4 WEEKS	
AMOUNT DUE		$238.96

PLEASE MAIL PAYMENTS TO UNITED PRESS INTERNATIONAL, INC. P.O. BOX 5798 CHURCH ST. STATION, NEW YORK, N.Y. 10249

UPI PAYS THE TELEPHONE COMPANY MORE THAN $9-MILLION A YEAR TO BRING YOU THE NEWS.

	INVOICE DATE	ACCOUNT NO.	INVOICE NO.	CURRENT CHARGES	PAST DUE AMOUNT	PLEASE PAY THIS AMOU
050-005 332	JUN/01/79	162161-4	9152	$.00	$238.96	$238.96

RECEIVED FROM:

STATION WRMC-FM
MIDDLEBURY COLLEGE
MIDDLEBURY VT 05753

PLEASE MAIL THIS STUB WITH PAYMENT TO:

UNITED PRESS INTERNATIONAL, INC.
POST OFFICE BOX 5798
CHURCH STREET STATION
NEW YORK, N.Y. 10249

STATION WRNC-FM
MIDDLEBURY COLLEGE
MIDDLEBURY VT 05753

INTEROFFICE MEMORANDUM

To: Rusty Martin

July 20, 1979

cc: Dean Perry
Mr. Ginevan
Mrs. Flickinger

From: Carroll Rikert, Jr.

Subject: AP CONTRACT

I have at your request, relayed to me by Jackie Flickinger, reviewed the proposed contract with "Press Association, Inc.". I have in so doing confined myself to the contract as a legal document, and left entirely to others the business questions involved in the proposed switch from UPI to AP and any political questions involved if the local radio station (WFAD) uses UPI.

From the standpoint of legal relationships and obligations, I would say the proposed agreement will be in order for signature when the following has been done:

1. The title of the officer of the Corporation (The President and Fellows of Middlebury College) has been typed on the bottom line and his name just above it under the signature line. (The College seal will need to be applied to both copies over the signature of the executing Corporate officer.)

2. The material typed in on the first blank line at the top is retyped to correspond exactly, and in every particular, with the data now typed in caps above the signature line at the bottom.

3. In Section 5, the first blank be filled in "WRMC FM" and the second, in place of "WRMC", the word SUBSCRIBER. The change in the first blank conforms the reference to the station to what is used elsewhere in the contract. The second takes into account the fact that it is a College function, as the legally responsible party and signer of the contract, to give the notices the contract requires.

College responsibility here, and in giving the notices involved in Section 6 and in undertaking the obligations involved in Sections 2, 7, and 8, is very clear. There are other College WRMC FM obligations and concerns which are of equal (or greater) importance which may not be so clear. The execution of a contract of this sort gives an occasion for recognition of these. I have expressed to Dean Perry my hope that this will be achieved through the sub-committee of which he is a member.

May I say in passing that I don't like the provision of the last line of Section 2, but don't see any way it can be avoided. We can just hope the matter won't come up. The notices required by Sections 5 and 6, and the potential penalty in Section 7, call for close enough liaison and followup by the designated College officers to avoid difficulties and unintended expense charges.

Section 8, by contrast, seems to me to impose a different sort of obligation on the part of appropriate College officials. An example would be to assure, for instance, that the Campus not publish anything in contravention of the terms of this agreement.

Whether the date of execution is filled in by the Corporation officer executing this for the College or by the Press Association officer who executes it subsequently is a matter to be determined by contacts with the latter, to which I have not been made privy. I would like a copy of the document in the executed form in which it leaves here. Thanks.

Carroll Rikert

Carroll Rikert, Jr.
Treasurer

P.S. I shall be able to give the correspondingly requested clearance for the "Supplemental Agreement for Audio News Service" as soon as I am furnished with a copy of the Membership Agreement. From the fact that it is with Associated Press vs. Press Association, Inc. and from reference in paragraph C of the Supplemental Agreement to Article 10, I judge this to be something different from and in addition to the contract referred to above.

Meanwhile, let me say that the same things will also apply as indicated above, to wit:

P-40

1. Executing Corporation officer to be identified by typing of his name and Corporation title, and the seal applied over his signature.
2. Typed material in top line conformed to bottom line - i.e., "AND" vs. "&", "College"vs. "Col."
3. In b-1. on the obverse side:
   (1) "WRMC FM" to be typed on first line - has been done on one copy but not the other.
   (2) In the third line, the words "Station WRMC FM" must be replaced by "the Member".
4. Dating.

In addition, the executing Corporation officer and the official who executes this for the Associated Press must each initial both b-1. on the obverse side and in the margin each of the two ink changes in b.

Carroll Rikert, J

Carroll Rikert, Jr.
Treasurer

THE ASSOCIATED PRESS
260 SUMMER STREET
BOSTON, MASS. 02210

July 23, 1979

Mr. Roger Martin
Executive Assistant
To The President
Middlebury College
Middlebury, Vermont

Dear Mr. Martin:

In compliance with instructions relayed by Ms. Flickinger, here are blank copies of the agreements under which Associated Press Broadcast Wire service and Associated Press Radio (audio) service would be provided to Station WRMC FM at Middlebury College.

First I should explain why the basic agreement is written with "Press Association" rather than with "The Associated Press."

Press Association is a wholly-owned subsidiary of The Associated Press. Press Association buys service from The Associated Press and makes it available to subscribers such as educational institutions under rate and term conditions that do not meet the minimal requirements of regular AP Membership.

However, use of the PA rather than the AP form has no effect whatever on the type of service rendered. AP Broadcast Wire service under PA is similar in content to Broadcast Wire service under AP.

As you noted, this does make for an inconsistency between the basic and the supplemental agreement ... with one referring to Press Association and the other to the Membership Agreement. I suggest you reconcile this by striking "Membership" and changing "Member" to "Subscriber" in the supplemental form.

Ms. Flickinger said you also had some concern about the tax liability phrase in Section 2 of the basic agreement. Please consider that to be academic because there is no such tax in Vermont.

I trust this gives you all you need to proceed with execution of the agreements (which we will date upon countersigning.)

Many thanks for your cooperation.

cc: Ms. Flickinger

James F. Smith

JAMES F. SMITH
SENIOR BROADCAST EXECUTIVE
NEW ENGLAND STATES

TELEPHONE:
(617) 357-8100

SUPPLEMENTAL AGREEMENT FOR AUDIO NEWS SERVICE

This agreement supplements the Membership Agreement between The Associated Press ("AP") and President & Fellows of Middlebury Col, the owner(s)-licensee(s) of its station(s) WRMC FM, Middlebury, Vermont. . Except to the extent inconsistent herewith, all provisions of the Membership Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this agreement. (References to the "Service" shall be deemed also to apply to the audio news service.)

a. AP agrees to grant the Member access to an audio news service which the Member may use only for the purposes of broadcasting through the facilities of the above station(s), and for which the Member agrees to pay an additional assessment. Notwithstanding paragraph 4 of the Membership Agreement, the Member will assume the responsibility and expense of providing its own equipment for the audio news service and of transmitting this service to the above station(s) from the nearest communication point to which AP regularly transmits it. If requested by the Member, however, AP will arrange on the basis set forth in paragraph "d" for transmission of the audio news service from such nearest point to the above station(s).

b. This supplemental agreement shall be effective as of September 2, 1979, or the the first date upon which AP actually provides access to the audio service to the Member, whichever is earlier. This agreement shall continue in effect for a term of two years following the first date upon which the audio service is furnished hereunder to the Member. It shall remain in effect for successive two-year terms, unless terminated as provided herein. Either party may terminate this agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than six months prior to the end of such term. See b-1 on reverse.

c. The additional assessment payable by the Member for the access to the audio news service shall be (1) $ 43.30 weekly, unless otherwise fixed by the Board of Directors of AP as provided in the AP By-Laws. The Member's right of termination as set forth in Article 8 of the Membership Agreement shall apply similarly to variations in these additional assessments. For the purposes of Article 10 of the Membership Agreement, the additional weekly assessments applicable to each separate business on account of the audio news service, notwithstanding the amount specified in this paragraph and unless they are otherwise fixed by the AP Board of Directors as provided in the By-Laws of AP, shall be $ n/a , AM; and $ 43.30 , FM.

d. If the Member requests AP to arrange for transmission of the audio news service to the above station(s) from the nearest communication point to which AP regularly transmits it, the Member shall also reimburse AP in advance an amount determined by AP. This reimbursement shall total (2) $ 39.35 weekly unless altered as provided below, and shall be remitted to AP along with the Member's weekly assessments. (Failure to remit reimbursements shall be deemed to be a failure to pay assessments.) AP may alter the amount of the reimbursement only if its delivery expenses increase as a result of changes in communications tariffs or in the nearest communication point to which AP regularly transmits the audio service, or otherwise. The amount of the reimbursement may then be varied accordingly, and, in any such event, the last sentence of Article 8 of the Membership Agreement shall not apply. The Member may at any time, upon 30 days' prior written notice, withdraw its request that AP arrange for the transmission specified in this paragraph, and thereafter the Member shall continue to remit to AP only the additional assessments as set forth in paragraph "c".

Dated: _____, 19____.

PRESIDENT AND FELLOWS
OF MIDDLEBURY COLLEGE
.....
Owner(s)-Licensee(s) of Station(s)

THE ASSOCIATED PRESS

By: .....

By: .....

.....

.....

SUPPLEMENTAL AGREEMENT FOR AUDIO NEWS SERVICE

This agreement supplements the ~~Membership~~ Agreement between ~~The Associated Press ("AP")~~ PRESS ASSOCIATION, INC and The President and Fellows of Middlebury College, the owner(s)-licensee(s) of its station(s) WRMC FM, Middlebury, Vermont. Except to the extent inconsistent herewith, all provisions of the ~~Membership~~ Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this agreement. (References to the "Service" shall be deemed also to apply to the audio news service.)

a. ~~AP~~ PA agrees to grant the ~~Member~~ Subscriber access to an audio news service which the ~~Member~~ Subscriber may use only for the purposes of broadcasting through the facilities of the above station(s), and for which the ~~Member~~ Sub- agrees to pay an additional assessment. Notwithstanding paragraph 4 of the ~~Membership~~ Agreement, the ~~Member~~ Subscriber will assume the responsibility and expense of providing its own equipment for the audio news service and of transmitting this service to the above station(s) from the nearest communication point to which ~~AP~~ PA regularly transmits it. If requested by the ~~Member~~ Subscriber, however, ~~AP~~ PA will arrange on the basis set forth in paragraph "d" for transmission of the audio news service from such nearest point to the above station(s).

b. This supplemental agreement shall be effective as of September 2, 1979, or the the first date upon which ~~AP~~ PA actually provides access to the audio service to the ~~Member~~ Subscriber, whichever is earlier. This agreement shall continue in effect for a term of * years following the first date upon *two which the audio service is furnished hereunder to the ~~Member~~ Subscriber. It shall remain in effect for successive * year terms, unless terminated as provided herein. Either party may terminate this agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than six months prior to the end of such term. See b-1 on reverse.

*two-

c. The additional assessment payable by the ~~Member~~ Subscriber for the access to the audio news service shall be (1) $ 43.30 weekly, unless otherwise fixed by the Board of Directors of ~~AP~~ PA as provided in the ~~AP~~ PA By-Laws. The ~~Member's~~ Subscriber's right of termination as set forth in Article 8 of the ~~Membership~~ Agreement shall apply similarly to variations in these additional assessments. ~~For the purposes of Article 10 of the Membership Agreement,~~ The additional weekly assessments applicable to each separate business on account of the audio news service ~~, notwithstanding the amount specified in this paragraph and unless they are otherwise fixed by the AP Board of Directors as provided in the By-Laws of AP,~~ shall be $ n/a, AM; and $ 43.30, FM.

d. If the ~~Member~~ Subscriber requests ~~AP~~ PA to arrange for transmission of the audio news service to the above station(s) from the nearest communication point to which ~~AP~~ PA regularly transmits it, the ~~Member~~ Subscriber shall also reimburse ~~AP~~ PA in advance an amount determined by AP. This reimbursement shall total (2) $ 39.35 weekly unless altered as provided below, and shall be remitted to ~~AP~~ PA along with the ~~Member's~~ Subscriber's weekly assessments. (Failure to remit reimbursements shall be deemed to be a failure to pay assessments.) ~~AP~~ PA may alter the amount of the reimbursement only if its delivery expenses increase as a result of changes in communications tariffs or in the nearest communication point to which ~~AP~~ PA regularly transmits the audio service, or otherwise. The amount of the reimbursement may then be varied accordingly, and, in any such event, the last sentence of Article 8 of the ~~Membership~~ Agreement shall not apply. The ~~Member~~ Subscriber may at any time, upon 30 days' prior written notice, withdraw its request that ~~AP~~ PA arrange for the transmission specified in this paragraph, and thereafter the ~~Member~~ Subscriber shall continue to remit to ~~AP~~ PA only the additional assessments as set forth in paragraph "c".

Dated: _____, 19__.

THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE
Owner(s)-Licensee(s) of Station(s)

~~THE ASSOCIATED PRESS~~ ASSOCIATION, INC

By: Roger H. Martin
Assistant Secretary
~~July 26, 1979~~

By: _____

AGREEMENT made at New York, N.Y., between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VERMONT hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association, and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report, to be provided hereunder, shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 57.35 per week, which sum shall be payable monthly in advance. The monthly charge may be increased by not more than 25 per cent during any two year period.

5. It is agreed that service to WRMC FM may be suspended not more than twice annually during vacation months and that subscriber will advise Press Association at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

6. The term of this agreement shall be for a period of two years, commencing on September 2, 1979 and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

7. If the Subscriber shall fail to pay the monthly charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with wire service charges and other expenses of physically delivering the news service to the Subscriber.

8. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM The Subscriber hereby agrees that it will not publish the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

9. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, to be provided, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the _____ day of _____ 19____

WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VERMONT

By Roger H. Martin

Title Assistant Secretary

July 26, 1979

PRESS ASSOCIATION, INC.

By _____

Title _____

pae 474M

REV-7-74—APE 474M

#1401 weeks

July 27, 1979

Mr. James F. Smith
Senior Broadcast Executive
The Associated Press
260 Summer Street
Boston, MA 02210

Dear Mr. Smith:

Thank you for your letter of 23 July. There are so many changes, modifications and additions to the Supplemental Agreement that I have been advised to retype it in its entirety. I have incorporated the modifications previously agreed on, the changes suggested in your letter, and I have deleted reference to Article 10 in paragraph c. since it appears nowhere on the other agreement. I hope this method of proceeding is satisfactory.

Enclosed are all of the documents, signed and sealed but not dated. We look forward to receiving one copy of the agreement when it is completed.

Sincerely,

Roger H. Martin
Assistant Secretary

P-79

cc: Mrs. Flickinger

bcc: Mr. Rikert

AGREEMENT made at New York, N.Y., between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT. hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association, and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report, to be provided hereunder, shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 57.35 per week, which sum shall be payable monthly in advance. The monthly charge may be increased by not more than 25 per cent during any two year period.

5. It is agreed that service to WRMC FM may be suspended not more than twice annually during vacation months and that Subscriber will advise Press Association at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

6. The term of this agreement shall be for a period of two years, commencing on September 2, 1979 and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

7. If the Subscriber shall fail to pay the monthly charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with wire service charges and other expenses of physically delivering the news service to the Subscriber.

8. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM. The Subscriber hereby agrees that it will not publish the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

9. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, to be provided, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the _____ day of _____ 19____

WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT.

By Roger H. Martin
Roger H. Martin

Title Assistant Secretary

PRESS ASSOCIATION, INC.

By _____

Title _____

pae 474M

REV-7-74—APE 474M

SUPPLEMENTAL AGREEMENT FOR AUDIO NEWS SERVICE

This agreement supplements the Agreement between Press Association, Inc. and The President and Fellows of Middlebury College, the owner-licensee of its station WRMC FM, Middlebury, Vermont. Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this agreement. (References to the "Service" shall be deemed also to apply to the audio news service.)

a. PA agrees to grant the Subscriber access to an audio news service which the Subscriber may use only for the purposes of broadcasting through the facilities of the above station, and for which the Subscriber agrees to pay an additional assessment. Notwithstanding paragraph 4 of the Agreement, the Subscriber will assume the responsibility and expense of providing its own equipment for the audio news service and of transmitting this service to the above station from the nearest communication point to which PA regularly transmits it. If requested by the Subscriber, however, PA will arrange on the basis set forth in paragraph "d" for transmission of the audio news service from such nearest point to the above station.

b. This supplemental agreement shall be effective as of September 2, 1979, or the first date upon which PA actually provides access to the audio service to the Subscriber, whichever is earlier. This agreement shall continue in effect for a term of two years following the first date upon which the audio service is furnished hereunder to the Subscriber. It shall remain in effect for successive two-year terms, unless terminated as provided herein. Either party may terminate this agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than six months prior to the end of such term.

It is agreed that service to Station WRMC FM may be suspended not more than twice annually during vacation months and that the Subscriber will advise Press Association, Inc. at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

It is further understood and agreed that WRMC FM will be liable for payment of a telephone circuit maintenance charge of $25.00 per month during any vacation period suspension of the audio service.

c. The additional assessment payable by the Subscriber for the access to the audio news service shall be (1) $43.30 weekly, unless otherwise fixed by the Board of Directors of PA as provided in the PA By-Laws. The Subscriber's right of termination as set forth in Article 8 of the Agreement shall apply similarly to variations in these additional assessments. The additional weekly assessments applicable to each separate business on account of the audio news service shall be $ n/a , AM: and $43.30, FM.

d. If the Subscriber requests PA to arrange for transmission of the audio news service to the above station from the nearest communication point to which PA regularly transmits it, the Subscriber shall also reimburse PA in advance an amount determined by PA. This reimbursement shall total (2) $39.35 weekly unless altered as provided below, and shall be remitted to PA along with the Subscriber's weekly assessments. (Failure to remit reimbursements shall be

deemed to be a failure to pay assessments.) PA may alter the amount of the reimbursement only if its delivery expenses increase as a result of changes in communications tariffs or in the nearest communication point to which PA regularly transmits the audio service, or otherwise. The amount of the reimbursement may then be varied accordingly, and, in any such event, the last sentence of Article 8 of the Agreement shall not apply. The Subscriber may at any time, upon 30 days' prior written notice, withdraw its request that PA arrange for the transmission specified in this paragraph, and thereafter the Subscriber shall continue to remit to PA only the additional assessments as set forth in paragraph "c".

Dated: _____, 19___.

THE PRESIDENT AND FELLOWS
. OF.MIDDLEBURY COLLEGE . . . . .
Owner-Licensee of Station

By: Roger H. Martin
Roger H. Martin
Assistant Secretary.

PRESS ASSOCIATION, INC.

By: _____

AGREEMENT made at New York, N.Y., between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT. hereinafter called the "Subscriber," witnesseth:

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2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report, to be provided hereunder, shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 57.35 per week, which sum shall be payable monthly in advance. The monthly charge may be increased by not more than 25 per cent during any two year period.

5. It is agreed that service to WRMC FM may be suspended not more than twice annually during vacation months and that Subscriber will advise Press Association at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

6. The term of this agreement shall be for a period of two years, commencing on September 2, 1979 and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

7. If the Subscriber shall fail to pay the monthly charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with wire service charges and other expenses of physically delivering the news service to the Subscriber.

8. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM The Subscriber hereby agrees that it will not publish the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

9. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, to be provided, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 6th day of August 19 79

WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT.

By Roger H. Martin
Roger H. Martin

Title Assistant Secretary

PRESS ASSOCIATION, INC.

By
Roy Steinfort

Title Vice President

pae 474M

REV-7-74—APE 474M

INTEROFFICE MEMORANDUM

To: Rusty Martin July 20, 1979

cc: Dean Perry
Mr. Ginevan
Mrs. Flickinger

From: Carroll Rikert, Jr.

Subject: AP CONTRACT

I have at your request, relayed to me by Jackie Flickinger, reviewed the proposed contract with "Press Association, Inc.". I have in so doing confined myself to the contract as a legal document, and left entirely to others the business questions involved in the proposed switch from UPI to AP and any political questions involved if the local radio station (WFAD) uses UPI.

From the standpoint of legal relationships and obligations, I would say the proposed agreement will be in order for signature when the following has been done:

1. The title of the officer of the Corporation (The President and Fellows of Middlebury College) has been typed on the bottom line and his name just above it under the signature line. (The College seal will need to be applied to both copies over the signature of the executing Corporate officer.)

2. The material typed in on the first blank line at the top is retyped to correspond exactly, and in every particular, with the data now typed in caps above the signature line at the bottom.

3. In Section 5, the first blank be filled in "WRMC FM" and the second, in place of "WRMC", the word SUBSCRIBER. The change in the first blank conforms the reference to the station to what is used elsewhere in the contract. The second takes into account the fact that it is a College function, as the legally responsible party and signer of the contract, to give the notices the contract requires.

College responsibility here, and in giving the notices involved in Section 6 and in undertaking the obligations involved in Sections 2, 7, and 8, is very clear. There are other College WRMC FM obligations and concerns which are of equal (or greater) importance which may not be so clear. The execution of a contract of this sort gives an occasion for recognition of these. I have expressed to Dean Perry my hope that this will be achieved through the sub-committee of which he is a member.

May I say in passing that I don't like the provision of the last line of Section 2, but don't see any way it can be avoided. We can just hope the matter won't come up. The notices required by Sections 5 and 6, and the potential penalty in Section 7, call for close enough liaison and followup by the designated College officers to avoid difficulties and unintended expense charges.

Rusty Martin

To: Dean Perry

cc: Mr. Gtnevan
Mrs. Fltckinger

From: Carroll Rikert, Jr.

Subject: Ap CONTRACT

I have at your request, relayed to me by Jackie Fltckinger, reviewed the proposed contract with "Press Association, Inc.". I have in so doing confined myself to the contract as a legal document, and left entirely to others the business questions involved in the proposed switch from UPI to Ap and my political questions involved if the local radio station (WFAD) uses UPI.

From the standpoint of legal relationships and obligations, I would say the proposed agreement will be in order for signature when the following has been done:

1. The title of the officer of the Corporation (The President and his name of Middlebury College) has been typed on the bottom line and his name just above it under the signature line. (The College seal will need to be applied to both copies over the signature of the executing Corporate officer.)

2. The material typed in on the first blank line at the top is retyped to correspond exactly, and in every particular, with the dates now typed in caps above the signature line at the bottom.

3. In Section 3, the first blank be filled in "WBMC FM" and the second, in place of "WBMC", the word SUBSCRIBER. The change in the first blank conforms the reference to the station to what is used elsewhere in the contract. The second takes into account the fact that it is a College function, as the legally responsible party and signer of the contract, to give the notices the contract requires.

College responsibility here, and in giving the notices involved in Section 6 and in undertaking the obligations involved in Sections 2, 7, and 8, is very clear. There are other College WBMC FM obligations and concerns which are of equal (or greater) importance which may not be so clear. The execution of a contract of this sort gives an occasion for recognition of these. I have expressed to Dean Perry my hope that this will be achieved through the sub-committee of which he is a member.

May I say in passing that I don't like the provision of the last line of Section 2, but don't see any way it can be avoided. The notices required by Sections 3 and 6, and the matter won't come up. The notices required by Section 7, call for close enough liaison and following potential penalty in the destgnated College officers to avoid difficulties and unintended expense charges.

Section 8, by contrast, seems to me to impose a different sort of obligation on the part of appropriate College officials. An example would be to assure, for instance, that the Campus not publish anything in contravention of the terms of this agreement.

Whether the date of execution is filled in by the Corporation officer executing this for the College or by the Press Association officer who executes it subsequently is a matter to be determined by contacts with the latter, to which I have not been made privy. I would like a copy of the document in the executed form in which it leaves here. Thanks.

Carroll Rikert, Jr.
Treasurer

P.S. I shall be able to give the correspondingly requested clearance for the "Supplemental Agreement for Audio News Service" as soon as I am furnished with a copy of the Membership Agreement. From the fact that it is with Associated Press vs. Press Association, Inc. and from reference in paragraph C of the Supplemental Agreement to Article 10, I judge this to be something different from and in addition to the contract referred to above.

Meanwhile, let me say that the same things will also apply as indicated above, to wit:

1. Executing Corporation officer to be identified by typing of his name and Corporation title, and the seal applied over his signature.

P-40

2. Typed material in top line conformed to bottom line - i.e., "AND" vs. "&", "College"vs. "Col."

3. In b-1. on the obverse side:

   (1) "WRMC FM" to be typed on first line - has been done on one copy but not the other.

   (2) In the third line, the words "Station WRMC FM" must be replaced by "The member".

4. Dating.

In addition, the executing Corporation officer and the official who executes this for the Associated Press must each initial both b-1. on the obverse side and in the margin each of the two ink changes in b.

Carroll Rikert, Jr.
Treasurer

Section 8, by contrast, seems to me to impose a different sort of obligation on the part of appropriate College officials. An example would be to assure, for instance, that the Campus not publish anything in contravention of the terms of this agreement.

Whether the date of execution is filled in by the Corporation officer executing this for the College or by the Press Association officer who executes it subsequently is a matter to be determined by contracts with the latter, to which I have not been made privy. I would like a copy of the document in the executed form in which it leaves here. Thanks.

Carroll Rikert, Jr.
Treasurer

P.S. I shall be able to give the correspondingly requested clearance for the "Supplemental Agreement for Audio News Service" as soon as I am furnished with a copy of the Membership Agreement, Inc. and from reference in paragraph C of the Press vs. Press Association, Inc. and from reference in paragraph C of the Supplemental Agreement to Article 10. I judge this to be something different from and in addition to the contract referred to above.

Meanwhile, let me say that the same things will also apply as indicated above, to wit:

1. Executing Corporation officer to be identified by typing of his name and Corporation title, and the seal applied over his signature.

p-40

2. Typed material in top line conformed to bottom line - i.e., "AND" vs. "&", "College"vs. "Col."

3. In b-1. on the obverse side:

(1) "WRNC FM" to be typed on first line - has been done on one copy but not the other.

(2) In the third line, the words "Station WRNC FM" must be replaced by "The member".

4. Dating.

In addition, the executing Corporation officer and the official who executes this for the Associated Press must each initial both b-1. on the obverse side and in the margin each of the two ink changes in b.

Carroll Rikert, Jr.
Treasurer

SUPPLEMENTAL AGREEMENT FOR AUDIO NEWS SERVICE

This agreement supplements the Agreement between Press Association, Inc. and The President and Fellows of Middlebury College, the owner-licensee of its station WRMC FM, Middlebury, Vermont. Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this agreement. (References to the "Service" shall be deemed also to apply to the audio news service.)

a. PA agrees to grant the Subscriber access to an audio news service which the Subscriber may use only for the purposes of broadcasting through the facilities of the above station, and for which the Subscriber agrees to pay an additional assessment. Notwithstanding paragraph 4 of the Agreement, the Subscriber will assume the responsibility and expense of providing its own equipment for the audio news service and of transmitting this service to the above station from the nearest communication point to which PA regularly transmits it. If requested by the Subscriber, however, PA will arrange on the basis set forth in paragraph "d" for transmission of the audio news service from such nearest point to the above station.

b. This supplemental agreement shall be effective as of September 2, 1979, or the first date upon which PA actually provides access to the audio service to the Subscriber, whichever is earlier. This agreement shall continue in effect for a term of two years following the first date upon which the audio service is furnished hereunder to the Subscriber. It shall remain in effect for successive two-year terms, unless terminated as provided herein. Either party may terminate this agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than six months prior to the end of such term.

It is agreed that service to Station WRMC FM may be suspended not more than twice annually during vacation months and that the Subscriber will advise Press Association, Inc. at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

It is further understood and agreed that WRMC FM will be liable for payment of a telephone circuit maintenance charge of $25.00 per month during any vacation period suspension of the audio service.

c. The additional assessment payable by the Subscriber for the access to the audio news service shall be (1) $43.30 weekly, unless otherwise fixed by the Board of Directors of PA as provided in the PA By-Laws. The Subscriber's right of termination as set forth in Article 8 of the Agreement shall apply similarly to variations in these additional assessments. The additional weekly assessments applicable to each separate business on account of the audio news service shall be $ n/a , AM: and $43.30, FM.

d. If the Subscriber requests PA to arrange for transmission of the audio news service to the above station from the nearest communication point to which PA regularly transmits it, the Subscriber shall also reimburse PA in advance an amount determined by PA. This reimbursement shall total (2) $39.35 weekly unless altered as provided below, and shall be remitted to PA along with the Subscriber's weekly assessments. (Failure to remit reimbursements shall be

deemed to be a failure to pay assessments.) PA may alter the amount of the reimbursement only if its delivery expenses increase as a result of changes in communications tariffs or in the nearest communication point to which PA regularly transmits the audio service, or otherwise. The amount of the reimbursement may then be varied accordingly, and, in any such event, the last sentence of Article 8 of the Agreement shall not apply. The Subscriber may at any time, upon 30 days' prior written notice, withdraw its request that PA arrange for the transmission specified in this paragraph, and thereafter the Subscriber shall continue to remit to PA only the additional assessments as set forth in paragraph "c".

Dated: August 6, 19 79.

THE PRESIDENT AND FELLOWS
OF MIDDLEBURY COLLEGE . . . . .
Owner-Licensee of Station

By: Roger H. Martin
Roger H. Martin
Assistant Secretary.

PRESS ASSOCIATION, INC.

By:

Roy Steinfort
Vice President

Roger Martin

cc: Carroll Rikert, Jr.

John Spencer

bc: Ron Nief

E. Wonnacott

J. Flickinger

WRMC

August 13, 1979

I have your note of August 10 with signed Press Association photocopies enclosed.

I would, however, like some clarification of your request that "any communication" between the College and Associated Press/Press Association be made through you.

In the past we have referred to you or your predecessor for signature all papers having to do with basic major contracts (like the change to AP service) or legal responsibility (like license renewals).

Matters concerned with day-to-day operation of the station have been handled through this office and in some instances through Purchasing. I will, for instance, be calling AP this week to arrange a time for installation of their equipment in the WRMC studio, and as soon as the Purchasing Agent returns from vacation, we shall be issuing papers for monthly payment and for dates of suspension of service during vacation periods. I would assume that you would not feel it necessary for your office to be involved in this type of communication with AP.

One Hundred Seventy-Fifth Anniversary

MIDDLEBURY COLLEGE / *MIDDLEBURY, VERMONT 05753*

Board of Trustees

August 10, 1979

MEMORANDUM

TO: Jackie Flickinger

FROM: Roger Martin

CC: Carroll Rikert, Jr.

RE: WRMC

Jackie:

Enclosed are the copies of the signed documents from Press Association. Please note that any communication between WRMC and either the Press Association or the Associated Press, should be made through my office. I don't mean to be officious about this, but the Trustees legally hold WRMC's license and, as Assistant Secretary, I represent the Trustees.

Thank you for your help.

INTEROFFICE MEMORANDUM

July 20, 1979

To: Rusty Martin

cc: Dean Perry
Mr. Ginevan
Mrs. Flickinger

From: Carroll Rikert, Jr.

Subject: AP CONTRACT

I have at your request, relayed to me by Jackie Flickinger, reviewed the proposed contract with "Press Association, Inc.". I have in so doing confined myself to the contract as a legal document, and left entirely to others the business questions involved in the proposed switch from UPI to AP and any political questions involved if the local radio station (WFAD) uses UPI.

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College responsibility here, and in giving the notices involved in Section 6 and in undertaking the obligations involved in Sections 2, 7, and 8, is very clear. There are other College WRMC FM obligations and concerns which are of equal (or greater) importance which may not be so clear. The execution of a contract of this sort gives an occasion for recognition of these. I have expressed to Dean Perry my hope that this will be achieved through the sub-committee of which he is a member.

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PRESS ASSOCIATION, INC.
Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK, N. Y. 10020

August 6, 1979

Mr. Roger H. Martin
Assistant Secretary
WRMC-FM
Middlebury College
Middlebury, Vermont 05753

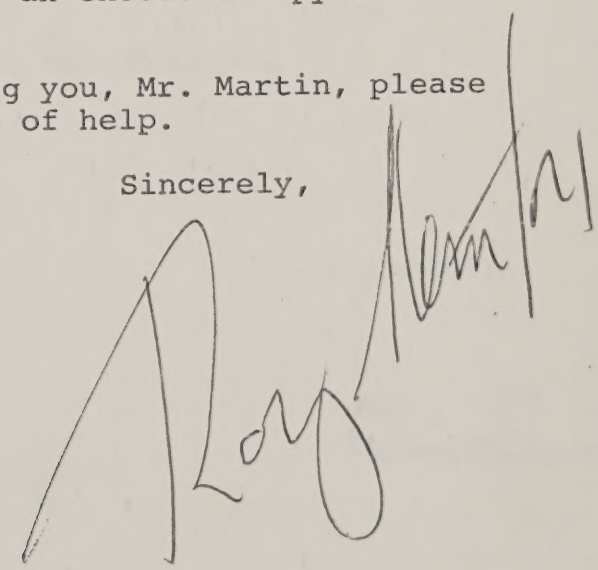
Dear Mr. Martin:

Thank you for the papers you sent Jim Smith providing for the Associated Press Broadcast and AP Radio service to your station.

We are pleased to enclose an executed copy of each contract for your records.

We look forward to serving you, Mr. Martin, please let us know whenever we can be of help.

Sincerely,



mk
ENC:

Roy Steinfort
Vice President

THE ASSOCIATED PRESS
260 SUMMER STREET
BOSTON, MASS. 02210

August 24, 1979

Ms. Jacqueline Flickinger
Director, Student Activities
Middlebury College

Dear Ms. Flickinger:

In response to your note ....

We are on track for installation of Associated Press services at WRMC FM as of September 2.

By copy of this I am advising AP's Northern New England Bureau to plan according to your vacation schedule.

Thanks for your cooperation.

Sincerely

Mr. Kellogg - With copy
Of Ms. Flickinger's
note.

JAMES F. SMITH
SENIOR BROADCAST EXECUTIVE
NEW ENGLAND STATES

TELEPHONE:
(617) 357-8100

THE ASSOCIATED PRESS
260 SUMMER STREET
BOSTON, MASS. 02210

July 23, 1979

Mr. Roger Martin
Executive Assistant
To The President
Middlebury College
Middlebury, Vermont

Dear Mr. Martin:

In compliance with instructions relayed by Ms. Flickinger, here are blank copies of the agreements under which Associated Press Broadcast Wire service and Associated Press Radio (audio) service would be provided to Station WRMC FM at Middlebury College.

First I should explain why the basic agreement is written with "Press Association" rather than with "The Associated Press."

Press Association is a wholly-owned subsidiary of The Associated Press. Press Association buys service from The Associated Press and makes it available to subscribers such as educational institutions under rate and term conditions that do not meet the minimal requirements of regular AP Membership.

However, use of the PA rather than the AP form has no effect whatever on the type of service rendered. AP Broadcast Wire service under PA is similar in content to Broadcast Wire service under AP.

As you noted, this does make for an inconsistency between the basic and the supplemental agreement ... with one referring to Press Association and the other to the Membership Agreement. I suggest you reconcile this by striking "Membership" and changing "Member" to "Subscriber" in the supplemental form.

Ms. Flickinger said you also had some concern about the tax liability phrase in Section 2 of the basic agreement. Please consider that to be academic because there is no such tax in Vermont.

I trust this gives you all you need to proceed with execution of the agreements (which we will date upon countersigning.)

Many thanks for your cooperation.

cc: Ms. Flickinger

James F. Smith

JAMES F. SMITH
SENIOR BROADCAST EXECUTIVE
NEW ENGLAND STATES

TELEPHONE:
(617) 357-8100

August 16, 1979

Mr. James F. Smith
The Associated Press
260 Summer Street
Boston, Massachusetts 02210

Dear Mr. Smith:

I though I should let you know that I will be away from the office until August 28 and that any arrangements for installation of AP service equipment will have to wait until then.

You can, however, leave a message for me with Campus Security, 388-4911.

Sincerely,

Jacqueline Flickinger
Director, Student Activities

August 16, 1979

Mr. James F. Smith
The Associated Press
260 Summer Street
Boston, Massachusetts 02210

Dear Mr. Smith:

I thought I should let you know that I will be away from the office until August 28 and that any arrangements for installation of AP service equipment will have to wait until then.

You can, however, leave a message for me with Campus Security, 388-4911.

Sincerely,

Jacqueline Pilckinger
Director, Student Activities

United Press International
GENERAL OFFICES
NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N.Y. 10017

August 22, 1979

Ms. Jacqueline Flickinger
Director, Student Activities
Middlebury College
Middlebury, Vermont 05753

Dear Ms. Flickinger:

This will regretfully acknowledge your August 2, 1979, letter advising that WRMC will not be renewing the agreement covering the UPI broadcast news and audio services.

As we discussed, the increase in rates was due entirely to AT&T rate increases. We would appreciate the opportunity of bidding for your business next year when the line haul cost might be reduced by the addition of closer subscribers in your area.

Service will be discontinued and the equipment removed as of August 24.

It has been a pleasure to be of service.

Sincerely yours,

John Nagel

August 2, 1979

Mr. John Nagel
United Press International
220 East 42d Street
New York, New York 10017

Dear Mr. Nagel:

Thank you for your letter of July 19 and for the rate quotations for UPI service for the year '79-'80.

We have decided to employ another news service for the coming year and will not be renewing the UPI service.

I assume you will let this office know when you plan to remove the UPI equipment from the WRMC studio. If you cannot reach us by phone on 388-2663, would you call our Campus Security Office on 388-4911 and leave the message with them?

Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director, Student Activities

cc: Don Kreis, WRMC

August 2, 1979

Miegel
reca International
124 Street
, New York 10017

. Miegel:

Thank you for your letter of July 19 and for the nice quotations
PI service for the Year 1980.

We have decided to employ another news service for the coming year.
will not be renewing the UPI service.

I assume you will let this office know when you plan to remove the
l equipment from the WPHC studio. If you cannot reach us by phone on 305-5063,
uld you call our Campus Security Office on 305-4911 and leave the message with
ese?

Many thanks.

Sincerely yours,

Jacqueline Pflockinger
Director, Student Activities

cc: Don Kreis, WPHC

Campus Security

United Press International - Removal of Equipment from WRMC

August 2, 1979

J. Flickinger

WRMC has arranged to change its wire service from UPI to AP.

This means that UPI will have to come to campus to remove its equipment. I have told them to call you if they are unable to reach me in the office (I plan to take time off in August) and that you will deliver the message as to when they plan to come.

Message should go to Don Kreis, station manager, who is working in the music library in Johnson and living in Porter House.

Many thanks.

TXXXXXXXXXXXXX

John Nagel

Att:

Equipment from WPVD August 2, 1979

United Press International

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to take time off in August) and that you will deliver the message as to
they plan to come.

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rary in Johnson and living in Porter House.

Many thanks.

XXXXXXXXXXXXXX

United Press International

GENERAL OFFICES
NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N. Y. 10017

July 19, 1979

Ms. Jacqueline Flickinger
Director, Student Activities
Middlebury College
Middlebury, Vermont 05753

Dear Ms. Flickinger:

This is in reply to your letter of July 10.

The rates for the UPI service follows:

Audio - A flat charge of $2785.00 for service September 1, 1979 through June 14, 1980, which is the UPI school term.

Broadcast News - A flat charge of $3148.00 for service September 1, 1979, through June 14, 1980, the UPI school term, plus $13.67 weekly for 33 weeks for the special Extel electronic printer.

A five per cent discount applies for advance payment of the service charges, but not on the special printer charge.

I would appreciate learning of your decision on renewal as soon as possible. New and superseding contract forms covering both services are attached.

Sincerely yours,

John Nagel

John Nagel

Att:

BROADCAST NEWS EDUCATIONAL AGREEMENT

d Press International, Inc., 220 East 42nd Street, New York, ork 10017 (UPI) and WRMC-FM - Middlebury College Middlebury, Vt., (Subscriber) agree as follows:

UPI grants to Subscriber the non-exclusive right of using UPI's Broadcast News (Service) for news purposes at WRMC-FM.

PI shall deliver the Service by leased line and UPI-owned and maintained printer-telegraph machine for which Subscriber shall furnish space and power. UPI shall bear all cost of installation and removal, and shall furnish single-copy paper and ribbon supplies.

2. This agreement shall continue from September 1, 1979 through June 14, 1980 (40 weeks) and may be renewed for similar periods in successive years by mutual consent of Subscriber and UPI. UPI will advise well in advance of renewable periods, together with rate changes, if any.

3. Subscriber shall pay UPI, at UPI's New York office, the sum of **$3148.00 per school year term specified in clause 2 except UPI agrees to invoice Subscriber one year in advance, granting a 5% discount, and Subscriber agrees to pay UPI the net sum of $2990.60 per school year term, in advance. To qualify, full advance payment must be received in New York prior to September 1, 1979.

4. Subscriber shall not use or permit use of the Service in any way not authorized by this agreement and shall not distort the substance of the Service. Subscriber shall indemnify and hold UPI harmless against any claim, damage or expense arising out of Subscriber's use of the Service contrary to this agreement or instructions by UPI.

5. Clause 3 notwithstanding, if service is required year-round, a straight $95.40 per week rate applies.

**Plus $13.67 p/w for 33 weeks for special Extel printer.

Made this 18th day of July, 19 79 at New York, N.Y.

UNITED PRESS INTERNATIONAL, INC. WRMC-FM MIDDLEBURY COLLEGE

By _____ By _____

BROADCAST NEWS EDUCATIONAL AGREEMENT

. Press International, Inc., 220 East 42nd Street, New York, ork 10017 (UPI) and WRMC-FM - Middlebury College Middlebury, Vt., (Subscriber) agree as follows:

UPI grants to Subscriber the non-exclusive right of using UPI's Broadcast News (Service) for news purposes at WRMC-FM.

PI shall deliver the Service by leased line and UPI-owned and aintained printer-telegraph machine for which Subscriber shall urnish space and power. UPI shall bear all cost of installation and removal, and shall furnish single-copy paper and ribbon supplies.

2. This agreement shall continue from September 1, 1979 through June 14, 1980 (40 weeks) and may be renewed for similar periods in successive years by mutual consent of Subscriber and UPI. UPI will advise well in advance of renewable periods, together with rate changes, if any.

3. Subscriber shall pay UPI, at UPI's New York office, the sum of **$3148.00 per school year term specified in clause 2 except UPI agrees to invoice Subscriber one year in advance, granting a 5% discount, and Subscriber agrees to pay UPI the net sum of $2990.60 per school year term, in advance. To qualify, full advance payment must be received in New York prior to September 1, 1979.

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**Plus $13.67 p/w for 33 weeks for special Extel printer.

Made this 18th day of July, 1979 at New York, N.Y.

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By

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UPI grants to Subscriber the non-exclusive right of using UPI's Broadcast News (Service) for news purposes at WRMC-FM.

PI shall deliver the Service by leased line and UPI-owned and maintained printer-telegraph machine for which Subscriber shall furnish space and power. UPI shall bear all cost of installation and removal, and shall furnish single-copy paper and ribbon supplies.

2. This agreement shall continue from September 1, 1979 through June 14, 1980 (40 weeks) and may be renewed for similar periods in successive years by mutual consent of Subscriber and UPI. UPI will advise well in advance of renewable periods, together with rate changes, if any.

3. Subscriber shall pay UPI, at UPI's New York office, the sum of **$3148.00 per school year term specified in clause 2 except UPI agrees to invoice Subscriber one year in advance, granting a 5% discount, and Subscriber agrees to pay UPI the net sum of $2990.60 per school year term, in advance. To qualify, full advance payment must be received in New York prior to September 1, 1979.

4. Subscriber shall not use or permit use of the Service in any way not authorized by this agreement and shall not distort the substance of the Service. Subscriber shall indemnify and hold UPI harmless against any claim, damage or expense arising out of Subscriber's use of the Service contrary to this agreement or instructions by UPI.

5. Clause 3 notwithstanding, if service is required year-round, a straight $95.40 per week rate applies.

**Plus $13.67 p/w for 33 weeks for special Extel printer.

Made this 18th day of July, 19 79 at New York, N.Y.

UNITED PRESS INTERNATIONAL, INC. WRMC-FM MIDDLEBURY COLLEGE

By By

AUDIO

EDUCATIONAL AGREEMENT

Press International, Inc., 220 East 42nd Street, New York,
rk 10017 (UPI) and WRMC-FM Middlebury College
Middlebury, Vt., (Subscriber) agree as follows:

PI grants to Subscriber the non-exclusive right of using UPI's
Audio News (Service) for news purposes
at WRMC-FM .

shall deliver the Service by leased line ~~and UPI owned and~~
~~ntained printer telegraph machine for which Subscriber shall~~
~~rnish space and power. UPI shall bear all cost of installation~~
~~d removal, and shall furnish single copy paper and ribbon supplies.~~

. This agreement shall continue from September 1, 1979 through
June 14, 1980 (40 weeks) and may be renewed for similar periods
in successive years by mutual consent of Subscriber and UPI. UPI will
advise well in advance of renewable periods, together with rate changes,
if any.

3. Subscriber shall pay UPI, at UPI's New York office, the sum of
$2785.00** per school year term specified in clause 2 except
UPI agrees to invoice Subscriber one year in advance, granting a 5%
discount, and Subscriber agrees to pay UPI the net sum of $2645.75
per school year term, in advance. To qualify, full advance payment
must be received in New York prior to September 1, 1979.

4. Subscriber shall not use or permit use of the Service in any way
not authorized by this agreement and shall not distort the substance
of the Service. Subscriber shall indemnify and hold UPI harmless
against any claim, damage or expense arising out of Subscriber's use
of the Service contrary to this agreement or instructions by UPI.

5. Clause 3 notwithstanding, if service is required year-round, a
straight $84.40 per week rate applies.

Made this 18th day of July, 1979 at New York, N.Y.

UNITED PRESS INTERNATIONAL, INC.

By

WRMC-FM MIDDLEBURY COLLEGE

By

UDIO

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Made this 18th day of July, 1979 at New York, N.Y.

UNITED PRESS INTERNATIONAL, INC.

By

WRMC-FM MIDDLEBURY COLLEGE

By

August 30, 1979

MEMORANDUM

TO: Jackie Flickinger

FROM: Roger Martin

RE: WRMC

cc: Carroll Rikert Jr., John Spencer

In response to your memorandum of 13 August, and to reiterate our subsequent conversation, any contact between the College and outside agencies like the Press Association which involve a contractual relationship between that agency and the President and Fellows of Middlebury College should come from my office. The day to day operation of the radio station, not involving matters of a contractual or legal nature would, of course, still be handled through your office.

RM:cdb

August 30, 1979

MEMORANDUM

TO: Jackie Flickinger

FROM: Roger Martin

RE: WRMC

cc: Carroll Rikert Jr., John Spencer

In response to your memorandum of 13 August, and to reiterate our subsequent conversation, any contact between the College and outside agencies like the Press Association which involve a contractual relationship between that agency and the President and Fellows of Middlebury College should come from my office. The day to day operation of the radio station, not involving matters of a contractual or legal nature would, of course, still be handled through your office.

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RM:cdb

Inter-Office Memo

MIDDLEBURY COLLEGE

MIDDLEBURY, VERMONT

TO Roger Martin

cc: Carroll Rikert, Jr.

John Spencer

FROM J. Flickinger

SUBJECT WRMC

DATE August 13, 1979

I have your note of August 10 with signed Press Association photocopies enclosed.

I would, however, like some clarification of your request that "any communication" between the College and Associated Press/Press Association be made through you.

In the past we have referred to you or your predecessor for signature all papers having to do with basic major contracts (like the change to AP service) or legal responsibility (like license renewals).

Matters concerned with day-to-day operation of the station have been handled through this office and in some instances through Purchasing. I will, for instance, be calling AP this week to arrange a time for installation of their equipment in the WRMC studio, and as soon as the Purchasing Agent returns from vacation, we shall be issuing papers for monthly payment and for dates of suspension of service during vacation periods. I would assume that you would not feel it necessary for your office to be involved in this type of communication with AP.

J. Flickinger

D R A F T

To: Jackie Flickinger

From: Rusty Martin

cc: Carroll Rikert, Jr., John Spencer

Subject: WRMC/PRESS ASSOCIATION

The best suggestion I can make in response to your August 13 memo grows out of my being a church historian and yours being clerk of the Congregational Church: "Render unto Caesar that which is Caesar's and unto God that which is God's".

In this Press Association relationship, as with all others involving WRMC, you and I share different parts of the same responsibility. This responsibility is central to the fact that the license is in the name of the Corporation and the President and Trustees are liable for anything which does not go property. We both are charged with maintaining distinctions which are clearer and more important to the President and Trustees than to the students.

I am confident that by working together we can maintain this distinction without causing irritation to the students or a burden for either of us. There is no need for me to be involved in things like phone lines, as I am sure you can appreciate. But at the same time it will be necessary for me to give formal notices which the contractual relationship between the Corporation and outside entities like Press Association require.

DRAFT

To: Jackie Fitchinger

From: Buster Martin

cc: Carroll Nixon, Jr., John Spencer

Subject: Mens/Press Association

The best suggestion I can make in response to your request to keep groups out of my swing a church debarrish and young boating clerk of the Congregational Church: "Render unto Caesar that which is Caesar's and unto God that which is God's".

In this Press Association relationship, as when any others involving MSBC, you and ANNX I share different parts of the same responsibility. This responsibility is central to the fact that the Pledges is to the best of the Corporation and the President and Trustees are liable for anything which does not go properly. We each are charged with maintaining distinctions which are clearer and more known important to the President and Trustees than to the students.

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July 27, 1979

Mr. James F. Smith
Senior Broadcast Executive
The Associated Press
260 Summer Street
Boston, MA 02210

Dear Mr. Smith:

Thank you for your letter of 23 July. There are so many changes, modifications and additions to the Supplemental Agreement that I have been advised to retype it in its entirety. I have incorporated the modifications previously agreed on, the changes suggested in your letter, and I have deleted reference to Article 10 in paragraph c. since it appears nowhere on the other agreement. I hope this method of proceeding is satisfactory.

Enclosed are all of the documents, signed and sealed but not dated. We look forward to receiving one copy of the agreement when it is completed.

Sincerely,

Roger H. Martin
Assistant Secretary

P-79

cc: Mrs. Flickinger

bcc: Mr. Rikert

July 27, 1979

Mr. James F. Smith
Senior Broadcast Executive
The Associated Press
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Sincerely,

Roger H. Martin
Assistant Secretary

P-79

cc: Mrs. Flickinger

bcc: Mr. Rikert

AGREEMENT made at New York, N.Y., between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT. hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association, and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report, to be provided hereunder, shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 57.35 per week, which sum shall be payable monthly in advance. The monthly charge may be increased by not more than 25 per cent during any two year period.

5. It is agreed that service to WRMC FM may be suspended not more than twice annually during vacation months and that Subscriber will advise Press Association at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

6. The term of this agreement shall be for a period of two years, commencing on September 2, 1979 and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

7. If the Subscriber shall fail to pay the monthly charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with wire service charges and other expenses of physically delivering the news service to the Subscriber.

8. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM. The Subscriber hereby agrees that it will not publish the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

9. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, to be provided, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the _____ day of _____ 19____

WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT.

By Roger H. Martin
Roger H. Martin

Title Assistant Secretary

PRESS ASSOCIATION, INC.

By _____

Title _____

pae 474M

REV-7-74—APE 474M

SUPPLEMENTAL AGREEMENT FOR AUDIO NEWS SERVICE

This agreement supplements the Agreement between Press Association, Inc. and The President and Fellows of Middlebury College, the owner-licensee of its station WRMC FM, Middlebury, Vermont. Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this agreement. (References to the "Service" shall be deemed also to apply to the audio news service.)

a. PA agrees to grant the Subscriber access to an audio news service which the Subscriber may use only for the purposes of broadcasting through the facilities of the above station, and for which the Subscriber agrees to pay an additional assessment. Notwithstanding paragraph 4 of the Agreement, the Subscriber will assume the responsibility and expense of providing its own equipment for the audio news service and of transmitting this service to the above station from the nearest communication point to which PA regularly transmits it. If requested by the Subscriber, however, PA will arrange on the basis set forth in paragraph "d" for transmission of the audio news service from such nearest point to the above station.

b. This supplemental agreement shall be effective as of September 2, 1979, or the first date upon which PA actually provides access to the audio service to the Subscriber, whichever is earlier. This agreement shall continue in effect for a term of two years following the first date upon which the audio service is furnished hereunder to the Subscriber. It shall remain in effect for successive two-year terms, unless terminated as provided herein. Either party may terminate this agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than six months prior to the end of such term.

It is agreed that service to Station WRMC FM may be suspended not more than twice annually during vacation months and that the Subscriber will advise Press Association, Inc. at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

It is further understood and agreed that WRMC FM will be liable for payment of a telephone circuit maintenance charge of $25.00 per month during any vacation period suspension of the audio service.

c. The additional assessment payable by the Subscriber for the access to the audio news service shall be (1) $43.30 weekly, unless otherwise fixed by the Board of Directors of PA as provided in the PA By-Laws. The Subscriber's right of termination as set forth in Article 8 of the Agreement shall apply similarly to variations in these additional assessments. The additional weekly assessments applicable to each separate business on account of the audio news service shall be $ n/a , AM: and $43.30, FM.

d. If the Subscriber requests PA to arrange for transmission of the audio news service to the above station from the nearest communication point to which PA regularly transmits it, the Subscriber shall also reimburse PA in advance an amount determined by PA. This reimbursement shall total (2) $39.35 weekly unless altered as provided below, and shall be remitted to PA along with the Subscriber's weekly assessments. (Failure to remit reimbursements shall be

deemed to be a failure to pay assessments.) PA may alter the amount of the reimbursement only if its delivery expenses increase as a result of changes in communications tariffs or in the nearest communication point to which PA regularly transmits the audio service, or otherwise. The amount of the reimbursement may then be varied accordingly, and, in any such event, the last sentence of Article 8 of the Agreement shall not apply. The Subscriber may at any time, upon 30 days' prior written notice, withdraw its request that PA arrange for the transmission specified in this paragraph, and thereafter the Subscriber shall continue to remit to PA only the additional assessments as set forth in paragraph "c".

Dated: _____, 19___.

THE PRESIDENT AND FELLOWS
. OF.MIDDLEBURY COLLEGE . . . . .
Owner-Licensee of Station

By: Roger H. Martin
Roger H. Martin
Assistant Secretary.

PRESS ASSOCIATION, INC.

By: _____

One Hundred Seventy-Fifth Anniversary

MIDDLEBURY COLLEGE / *MIDDLEBURY, VERMONT 05753*

Board of Trustees

August 10, 1979

MEMORANDUM

TO: Jackie Flickinger

FROM: Roger Martin

CC: Carroll Rikert, Jr.

RE: WRMC

Jackie:

Enclosed are the copies of the signed documents from Press Association. Please note that any communication between WRMC and either the Press Association or the Associated Press, should be made through my office. I don't mean to be officious about this, but the Trustees legally hold WRMC's license and, as Assistant Secretary, I represent the Trustees.

Thank you for your help.

One Hundred Seventy-Fifth Anniversary

MIDDLEBURY COLLEGE / *MIDDLEBURY, VERMONT 05753*

Board of Trustees

August 10, 1979

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Thank you for your help.

PRESS ASSOCIATION, INC.
Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK, N. Y. 10020

August 6, 1979

Mr. Roger H. Martin
Assistant Secretary
WRMC-FM
Middlebury College
Middlebury, Vermont 05753

Dear Mr. Martin:

Thank you for the papers you sent Jim Smith providing for the Associated Press Broadcast and AP Radio service to your station.

We are pleased to enclose an executed copy of each contract for your records.

We look forward to serving you, Mr. Martin, please let us know whenever we can be of help.

Sincerely,

Roy Steinfort

mk
ENC:

Roy Steinfort
Vice President

SUPPLEMENTAL AGREEMENT FOR AUDIO NEWS SERVICE

This agreement supplements the Agreement between Press Association, Inc. and The President and Fellows of Middlebury College, the owner-licensee of its station WRMC FM, Middlebury, Vermont. Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this agreement. (References to the "Service" shall be deemed also to apply to the audio news service.)

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b. This supplemental agreement shall be effective as of September 2, 1979, or the first date upon which PA actually provides access to the audio service to the Subscriber, whichever is earlier. This agreement shall continue in effect for a term of two years following the first date upon which the audio service is furnished hereunder to the Subscriber. It shall remain in effect for successive two-year terms, unless terminated as provided herein. Either party may terminate this agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than six months prior to the end of such term.

It is agreed that service to Station WRMC FM may be suspended not more than twice annually during vacation months and that the Subscriber will advise Press Association, Inc. at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

It is further understood and agreed that WRMC FM will be liable for payment of a telephone circuit maintenance charge of $25.00 per month during any vacation period suspension of the audio service.

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Dated: August 6, 19 79.

THE PRESIDENT AND FELLOWS
. OF.MIDDLEBURY COLLEGE . . . . .
Owner-Licensee of Station

By: Roger H. Martin
Roger H. Martin
Assistant Secretary.

PRESS ASSOCIATION, INC.

By:
Roy Steinfort
Vice President

AGREEMENT made at New York, N.Y., between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT. hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association, and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report, to be provided hereunder, shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 57.35 per week, which sum shall be payable monthly in advance. The monthly charge may be increased by not more than 25 per cent during any two year period.

5. It is agreed that service to WRMC FM may be suspended not more than twice annually during vacation months and that Subscriber will advise Press Association at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

6. The term of this agreement shall be for a period of two years, commencing on September 2, 1979 and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

7. If the Subscriber shall fail to pay the monthly charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with wire service charges and other expenses of physically delivering the news service to the Subscriber.

8. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM The Subscriber hereby agrees that it will not publish the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

9. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, to be provided, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 6th day of August 19 79

WRMC FM, THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT.

By Roger H. Martin
Roger H. Martin

Title Assistant Secretary

PRESS ASSOCIATION, INC.

By
Roy Steinfort

Title Vice President

pae 474M

REV-7-74—APE 474M

WRMC-FM News Services - Cost Comparison

	AP (79-80)		UPI (78-79)
Broadcast Wire	57.35/wk	2990.60	84.40
Audio	43.30/wk	2645.75	84.40/wk
Phone lines	39.35/wk		
Total Weekly charge	140.		168.80
AP Total - 36 weeks	5040.		
+ phone suspension	100.		
Annual cost - AP	5140.		
Annual Charge UPI @ 33 wks			5570.40
less 5% for annual payment			278.52
		(5636.25)	5291.88

7/16/79 JSF

Sent to C. Ribert 7/17/79

Per quote of 7/19/79

Total Weekly charge
Add
Total - {36 weeks
{7 phone exchanges
Chemical cost - Bal

Chemical charge CPI @ 33cwts
Due 5.7.5 for chemical purchase

7/6/37 Sent to C.P.Unit

AGREEMENT made at New York, N.Y., between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC FM at Middlebury College, Middlebury, Vermont, hereinafter called the "Subscriber," witnesseth:

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7. If the Subscriber shall fail to pay the monthly charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with wire service charges and other expenses of physically delivering the news service to the Subscriber.

8. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM The Subscriber hereby agrees that it will not publish the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

9. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, to be provided, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the _____ day of _____ 19____

WRMC FM, PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE, MIDDLEBURY, VT.

PRESS ASSOCIATION, INC.

By _____

By _____

Title _____

Title _____

pae 474M

REV-7-74—APE 474M

SUPPLEMENTAL AGREEMENT FOR AUDIO NEWS SERVICE

This agreement supplements the Membership Agreement between The Associated Press ("AP") and Pres. & Fellows of Middlebury Col., the owner(s)-licensee(s) of its station(s) WRMC FM, Middlebury, Vermont. Except to the extent inconsistent herewith, all provisions of the Membership Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this agreement. (References to the "Service" shall be deemed also to apply to the audio news service.)

a. AP agrees to grant the Member access to an audio news service which the Member may use only for the purposes of broadcasting through the facilities of the above station(s), and for which the Member agrees to pay an additional assessment. Notwithstanding paragraph 4 of the Membership Agreement, the Member will assume the responsibility and expense of providing its own equipment for the audio news service and of transmitting this service to the above station(s) from the nearest communication point to which AP regularly transmits it. If requested by the Member, however, AP will arrange on the basis set forth in paragraph "d" for transmission of the audio news service from such nearest point to the above station(s).

b. This supplemental agreement shall be effective as of September 2, 1979, or the the first date upon which AP actually provides access to the audio service to the Member, whichever is earlier. This agreement shall continue in effect for a term of ~~two~~ years following the first date upon which the audio service is furnished hereunder to the Member. It shall remain in effect for successive ~~two~~-year terms, unless terminated as provided herein. Either party may terminate this agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than six months prior to the end of such term. See b-1 on reverse.

c. The additional assessment payable by the Member for the access to the audio news service shall be (1) $ 43.30 weekly, unless otherwise fixed by the Board of Directors of AP as provided in the AP By-Laws. The Member's right of termination as set forth in Article 8 of the Membership Agreement shall apply similarly to variations in these additional assessments. For the purposes of Article 10 of the Membership Agreement, the additional weekly assessments applicable to each separate business on account of the audio news service, notwithstanding the amount specified in this paragraph and unless they are otherwise fixed by the AP Board of Directors as provided in the By-Laws of AP, shall be $ n/a, AM; and $ 43.30, FM.

d. If the Member requests AP to arrange for transmission of the audio news service to the above station(s) from the nearest communication point to which AP regularly transmits it, the Member shall also reimburse AP in advance an amount determined by AP. This reimbursement shall total (2) $ 39.35 weekly unless altered as provided below, and shall be remitted to AP along with the Member's weekly assessments. (Failure to remit reimbursements shall be deemed to be a failure to pay assessments.) AP may alter the amount of the reimbursement only if its delivery expenses increase as a result of changes in communications tariffs or in the nearest communication point to which AP regularly transmits the audio service, or otherwise. The amount of the reimbursement may then be varied accordingly, and, in any such event, the last sentence of Article 8 of the Membership Agreement shall not apply. The Member may at any time, upon 30 days' prior written notice, withdraw its request that AP arrange for the transmission specified in this paragraph, and thereafter the Member shall continue to remit to AP only the additional assessments as set forth in paragraph "c".

Dated: _____, 19____.

PRESIDENT AND FELLOWS
OF MIDDLEBURY COLLEGE
Owner(s)-Licensee(s) of Station(s)

THE ASSOCIATED PRESS

By: .....

By: .....

.....

.....

b - 1. It is agreed that service to Station WRMC may be suspended not more than twice annually during vacation months and that Station WRMC FM will advise The Associated Press at least thirty days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty one days.

It is further understood and agreed that WRMC FM will be liable for payment of a telephone circuit maintenance charge of $25.00 per month during any vacation period suspension of the audio service.

George Whitney

cc: James Collins

Processing of Monthly Payment to

Press Association

October 4, 1979

J. Flickinger

I am enclosing the October 1, 1979 Press Association bill for AP service for the month of October in the amount of $560.

As we discussed recently, I would like Purchasing to receive and handle these bills on a routine basis so that we can be sure they are paid promptly and are not overlooked during vacation periods.

Would you arrange to have the bills sent to Purchasing? I am attaching a photocopy of our agreement with Press Association for your use. The bill for September has been paid, and I would appreciate your taking care of all bills from October on.

The account to be charged is 99-348.

Many thanks.

October 29, 1979

Mr. William E. O'Brien
United Press International
220 East 42d Street
New York, N.Y. 10017

Dear Mr. O'Brien:

Attached is a photocopy of a UPI bill dated October 1, 1979 showing an amount due of $238.96. Attached also is a copy of my letter to you about a September 1 bill for the same amount.

I would much appreciate it if you would straighten out the UPI records so that we no longer receive these monthly statements. As I pointed out in my October 3 letter, Middlebury College made one payment for the entire year's service (1978-1979 academic year) and no longer subscribes to UPI, so that we should not now be billed any further.

Sincerely yours,

Jacqueline Flickinger
Director, Student Activities

Enclosures

Mr. William K. O'Brien
United Israel Appeal
250 West 57th Street
New York, N.Y. 10019

Dear Mr. O'Brien:

Enclosed is a check for $250.00 to
help sponsor an immigrant to Israel
under the United Israel Appeal's
Project Renewal.

Sincerely yours,

October 3, 1979

Mr. William E. O'Brien
United Press International
220 East 42nd Street
New York, N.Y. 10017

Dear Mr. O'Brien:

I have your September 1 bill to Station WRMC-FM for a past due amount of $238.96. I think you will find that this billing has been sent by mistake.

WRMC no longer subscribes to UPI service. Payment for the school year 1978-1979 was made on February 2, 1979 and we do not feel we should be billed further.

Sincerely yours,

Jacqueline Flickinger
Director, Student Activities

Re: Account # 162161-4

re: Document # 1951-1

United Press International, Inc.

220 EAST 42ND STREET
NEW YORK, N.Y. 10017
212 / MU-2-0400

STATION WRMC-FM
MIDDLEBURY COLLEGE
MIDDLEBURY VT 05753

DATE OCT/01/7
ACCOUNT NO. 162161-4
INVOICE NO. 9274

INVOICE

BALANCE FROM LAST INVOICE		$238.96
CURRENT BILLING PERIOD	SEP/30/79 THRU OCT/27/79 4 WEEKS	
AMOUNT DUE		$238.96

PLEASE MAIL PAYMENTS TO UNITED PRESS INTERNATIONAL, INC. P.O. BOX 5798 CHURCH ST. STATION, NEW YORK, N.Y. 10249

UPI PAYS THE TELEPHONE COMPANY MORE THAN $9-MILLION A YEAR TO BRING YOU THE NEWS.

	INVOICE DATE	ACCOUNT NO.	INVOICE NO.	CURRENT CHARGES	PAST DUE AMOUNT	PLEASE PAY THIS AMO
050-005 332	OCT/01/79	162161-4	9274	$.00	$238.96	$238.96

RECEIVED FROM:

STATION WRMC-FM
MIDDLEBURY COLLEGE
MIDDLEBURY VT 05753

PLEASE MAIL THIS STUB WITH PAYMENT TO:

UNITED PRESS INTERNATIONAL, INC.
POST OFFICE BOX 5798
CHURCH STREET STATION
NEW YORK, N.Y. 10249

United Press International, Inc.

220 EAST 42ND STREET
NEW YORK, N.Y. 10017
212 / MU-2-0400

STATION WRMC-FM
MIDDLEBURY COLLEGE
MIDDLEBURY VT 05753

DATE SEP/01/7
ACCOUNT NO. 162161-4
INVOICE NO. 9244

INVOICE

BALANCE FROM LAST INVOICE	$238.96
CURRENT BILLING PERIOD SEP/02/79 THRU SEP/29/79 4 WEEKS	
AMOUNT DUE	$238.96

PLEASE MAIL PAYMENTS TO UNITED PRESS INTERNATIONAL, INC. P.O. BOX 5798 CHURCH ST. STATION, NEW YORK, N.Y. 10249

UPI PAYS THE TELEPHONE COMPANY MORE THAN $9-MILLION A YEAR TO BRING YOU THE NEWS.

	INVOICE DATE	ACCOUNT NO.	INVOICE NO.	CURRENT CHARGES	PAST DUE AMOUNT	PLEASE PAY THIS AMO
050-005 332	SEP/01/79	162161-4	9244	$.00	$238.96	$238.96

RECEIVED FROM:

STATION WRMC-FM
MIDDLEBURY COLLEGE
MIDDLEBURY VT 05753

PLEASE MAIL THIS STUB WITH PAYMENT TO:

UNITED PRESS INTERNATIONAL, INC.
POST OFFICE BOX 5798
CHURCH STREET STATION
NEW YORK, N.Y. 10249

United Press International
220 East 42nd Street, New York, N.Y. 10017 (212) 682-0400

September 1, 1979

Dear Subscriber:

Your September 1, 1979 invoice shows a balance due. Our contracts specify payment in advance.

May we have your check covering the balance before September 14, 1979. Possibly your check is already in the mail. If it is, thank you.

If there is a question regarding the balance, please write to our credit manager, Mr. William E. O'Brien.

November 30, 1979

The Associated Press
50 Rockefeller Plaza
New York, N.Y. 10020

Gentlemen:

Would you please make necessary arrangements for the suspension of service to our WRMC-FM for the period of our Christmas recess --December 17 through January 7. We plan to resume broadcasting the evening of December 8.

Sincerely yours,

Jacqueline Flickinger
Director, Student Activities

THE ASSOCIATED PRESS
50 ROCKEFELLER PLAZA
NEW YORK, N. Y. 10020

December 3, 1979

Ms. Jacqueline Flickinger
Director, Student Activities
WRMC-FM
Middlebury College
Middlebury, Vermont 05753

Dear Ms. Flickinger:

We have received your letter of November 30, 1979 advising us of your wish to suspend service on December 17 and resume on January 8, 1980.

All arrangements are being made to suspend and resume service and billing accordingly.

With best wishes for the holiday season.

Sincerely,

Arlene Sposato

mk

ARLENE SPOSATO
NATIONAL BROADCAST EXECUTIVE

December 3, 1979

To: George Whitney

From: J. Flickinger

Re: WRMC-FM Press Association Charges

I am sending you the attached letter from Press Association, Inc. just to keep you informed of recent developments. The increase announced in the letter does not apply to WRMC at this time. I called James Smith, Senior Broadcast Executive of the Associated Press to discuss the unexpected increase with him, and he told me the letter should not have been sent to us, as the increase did not apply to contracts signed within the past six months.

He checked with the New York office to make sure his understanding was correct and called me back last Friday to confirm that the increase does not apply to us.

Knowing that the computer does not always reflect changes of this kind, I'd appreciate it if you would watch the January billing to be sure our rate remains at $140 per week.

We have also requested a suspension of service from December 17 to January 7. By terms of our agreement, we should be charged only $25 for this period. I would not be surprised if this adjustment is not reflected in the next bill, however, and would expect it to show as a credit against the February billing.

Jackie F.

cc: Jim Collins
Don Kreis

PRESS ASSOCIATION, INC.
Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK, N. Y. 10020

November 16, 1979

PRESS ASSOCIATION SUBSCRIBERS

Dear Subscriber:

To assist in your 1980 budget planning, I would like to advise you of a decision made by the Board of Directors of The Associated Press on behalf of Press Association, Inc., the subsidiary through which Associated Press service is provided you.

The Board directed a general increase of 11.4 percent for all AP member newspapers and broadcast stations, and for all Press Association subscribers. The increase becomes effective January 6, 1980.

The action followed an in-depth review of all existing and anticipated expenses faced by The Associated Press during 1980. All of us are too aware of the pressures of inflation. Additionally, 1980 is a Presidential Election and Olympics year.

Despite the enormous costs we face to provide news coverage for our subscribers in the coming year, the action of the Board of Directors has kept the amount of the modification substantially below the increase in the cost of living in this country.

We appreciate your understanding of the need for this adjustment. At the same time, we feel obligated to provide extensive coverage of the events of 1980 which will surely leave an impact on everyone.

Sincerely,

Roy Steinfort

RS/ar

AP

Roy Steinfort
Vice President

Per Jim Smith 11/30 This does not apply to accounts less than 6 mos old — Disregard. SE

PRESS ASSOCIATION, INC.

Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK N.Y. 10020

May 21, 1980

The Associated Press
50 Rockefeller Plaza
New York, N.Y. 10020

Gentlemen:

Would you please make necessary arrangements for the suspension of service to our station WRMC-FM during the coming summer vacation, from June 1 to September 1.

Sincerely yours,

/mk

Jacqueline Flickinger
Director, Student Activities

cc: Ben Roe, WRMC-FM
Purchasing

bc: George Whitney

The agreement with AP specifies that during time of suspension we will pay $25/month to maintain the phone lines. This is a very special concession negotiated last summer. Please watch billing to make sure we are not being charged the standard suspension rate of $57.35/week.

May 21, 1980

The Associated Press
50 Rockefeller Plaza
New York, N.Y. 10020

Gentlemen:

Would you please make necessary arrangements for the suspension of service to our station WKDC-FM during the coming summer vacation, from June 1 to September 1.

Sincerely yours,

Jacqueline Fleckinger

bc: George Whitney

The agreement with AP specifies that during time of suspension we will pay $25/month to maintain the phone lines. This is a very special concession negotiated last summer. Please watch billing to make sure we are not being charged the standard suspension rate of $57.35/week.

PRESS ASSOCIATION, INC.
Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK, N. Y. 10020

May 23, 1980

Ms. Jacqueline Flickinger
Director/Student Activities
Station WRMC-FM
Middlebury College
Middlebury, Vermont 05753

Dear Ms. Flickinger:

Thank you for yours of May 21, 1980, advising that WRMC-FM will go off the air for the summer on June 1 and resume again on September 1. This will be done as requested.

Sincerely,
Arlene Sposato

/mk

Arlene Sposato
National Broadcast Executive

PRESS ASSOCIATION, INC.
Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK, N. Y. 10020

November 12, 1980

The Associated Press
50 Rockefeller Plaza
New York, New York 10020

Gentlemen:

Would you please make necessary arrangements for the suspension of service to our station WRMC-FM during the coming winter vacation, from December 8 to January 8.

Sincerely yours,

Jacqueline Flickinger
Director, Student Activities

cc: Ben Roe, WRMC-FM
Purchasing

Purchasing notified 11/24/80

November 12, 1980

The Associated Press
50 Rockefeller Plaza
New York, New York 10020

Gentlemen:

Would you please make necessary arrangements for the suspension of service to our station WBMC-FM during the coming winter vacation, from December 8 to January 8.

Sincerely yours,

Jacqueline Pflicklnger
Director, Student Activities

cc: Ben Roe, WBMC-FM
Purchasing

PRESS ASSOCIATION, INC.
Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK, N. Y. 10020

November 20, 1980

Ms. Jacqueline Flickinger
Director/Student Activities
Station WRMC-FM
Middlebury College
Middlebury, Vermont 05753

Dear Ms. Flickinger:

Thank you for yours of November 12, 1980, advising us that WRMC-FM will go off the air on December 8 and resume again on January 8. This will be done as requested.

Sincerely,

Arlene Sposato

AS/mk

Arlene Sposato
National Broadcast Executive

Purchasing notified 11/24/80

PRESS ASSOCIATION, INC.
Affiliated with The Associated Press
EXECUTIVE OFFICES
50 ROCKEFELLER PLAZA NEW YORK, N. Y. 10020

November 26, 1980

Dear Subscriber:

The Board of Directors of The Associated Press has increased assessments to all members of The AP by 10.7 percent effective January 25, 1981. In taking that action, the Board also increased the fee by that amount to subscribers to AP news services provided through The AP's wholly owned subsidiary, Press Association, Inc. The effective date is also January 25, 1981.

Before taking the action the Board scrutinized in great detail the operating and capital budgets for 1981.

On the operating side, the bill from American Telephone and Telegraph for delivering various AP services will be reduced by nearly $900,000 during 1981. That is because of advances in conversion of our communications network from landlines to a satellite. Higher savings are indicated in future years.

At the same time, the cost of gathering news throughout the United States and the world is expected to rise 15.8 percent. Overhead costs including office supplies, rent, taxes and so forth are expected to increase by similar or greater amounts.

Inflation continues at an annual rate of nearly 13 percent in the United States, and at even higher levels in other parts of the world.

AP's management has been asked to operate substantially below the rise in cost of living around the world and to continue to effect every economy possible.

We appreciate your understanding that the increase is unavoidable in these inflationary times.

Sincerely,

Ray Manford

RS/mk

nfort
President

Purchasing Department
Service Building
(802) 388-3155

January 13, 1981

The Associated Press
50 Rockefeller Plaza
New York, NY 10020

ATTN: Arlene Sposato
National Broadcast Executive

RE: Enclosed letter copies

Dear Ms. Sposato:

Please be advised that I have received invoices for charges during our shut off time. They are Invoice No. 62062 dated December 1, 1980 for 4 weeks ending December 27 and Invoice No. 63132 dated January 1, 1981 for 4 weeks ending January 24.

To date, I have not received credit for the period of December 8, 1980 - January 8, 1981. Please advise.

Very truly yours,

Penny

Penny St. George
Purchasing Secretary

pms

cc: Jacqueline Flickinger
Director/Student Activities

Purchasing Department
Service Building
(802) 388-3155

January 13, 1981

The Associated Press
50 Rockefeller Plaza
New York, NY 10020

ATTN: Arlene Sposato
National Broadcast Executive

RE: Enclosed letter copies

Dear Ms. Sposato:

Please be advised that I have received invoices for charges during our shut off time. They are Invoice No. 62062 dated December 1, 1980 for 4 weeks ending December 27 and Invoice No. 63132 dated January 1, 1981 for 4 weeks ending January 24.

To date, I have not received credit for the period of December 8, 1980 - January 8, 1981. Please advise.

Very truly yours,

Penny St. George
Purchasing Secretary

pms

cc: Jacqueline Plickinger
Director/Student Activities

April 29, 1982

Press Association, Inc.
50 Rockefeller Plaza
New York, N.Y. 10020

Dea r Sir or Madam:

WRMC-FM will be off the air from May 23 to June 20 and from August 16 to September 6. Would you please make necessary arrangements for suspension of teletype service during those periods.

In addition, would you also arrange to suspend audio service from May 23 to September 6. According to the terms of our agreement, we are able to suspend audio service by paying only maintenance of the audio phone line.

Very truly yours,

JSF

Jacqueline Flickinger
Director Student Activities

bc: WRMC
Purchasing: Teletype now costs $70.35/week. Audio costs $101.40. The phone maintenance should run between $25 and $30 per month.

JSF

April 29, 1982

Press Association, Inc.
50 Rockefeller Plaza
New York, N.Y. 10020

Dear Sir or Madam:

WRNC-FM will be off the air from May 25 to June 20 and from August 16 to September 6. Would you please make necessary arrangements for suspension of teletype service during those periods.

In addition, would you also arrange to suspend audio service from May 25 to September 6. According to the terms of our agreement, we are able to suspend audio service by paying only maintenance of the audio phone line.

Very truly yours,

JGT

Jacqueline Flickinger
Director Student Activities

bc: WRNC
Purchasing: Teletype now costs $70.35/week. Audio costs $101.40. The phone maintenance should run between $25 and $30 per month.

JGT

MEMORANDUM

To: Purchasing
Attention: Barbara Curan

From: J. Flickinger

Re: Press Association Billing

Date: June 29, 1982

I have tried to reconstruct what the billing should be for WRMC's AP service for the period June and July.

It becomes complicated because we order total suspension for the period May 23 to June 20, partial suspension for the period June 20 to August 16, and total suspension for the period August 16 to September 6.

My letter of April 29 which you have in your files (photocopy attached) orders these suspensions and lists the per/week cost of each type of service.

By my calculations we owe AP $332.35 through July 31.

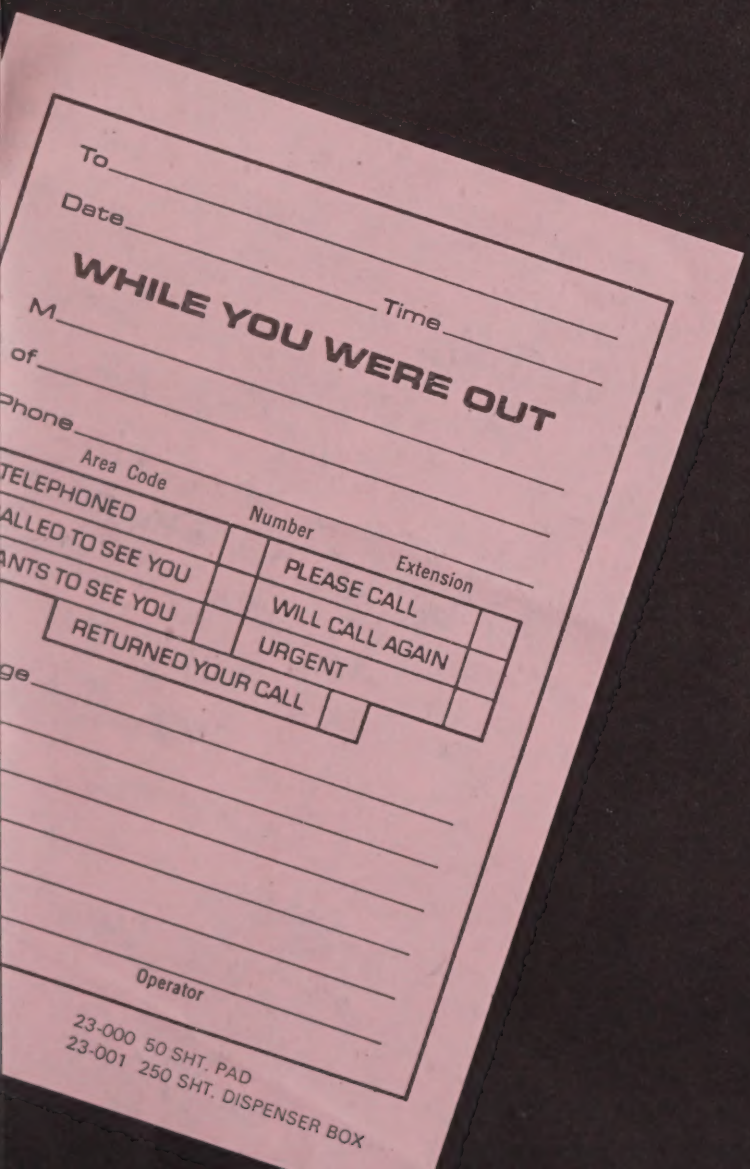
Due through June 26 (credit)	($ 130.75)	
Phone Maintenance thru 7/31	41.00	(5 weeks @ $8.20)
Teletype Service 6/19-6/26	70.35	(1 week @ $70.35)
Teletype Service thru 7/31	351.75	(5 weeks @ $70.35)
Net Balance	$ 332.35	

If this is not clear to you and you'd like further explanation, give me a call.

6/28

Jackie,
Could you please help me to understand these 2 bills - The first one looks like we still have a credit of $130.75 - If that is correct why the other bill for $41.00 - help -

Thanks
Barb


To
Date
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WHILE YOU WERE OUT
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of
Phone
Area Code
Number
Extension
TELEPHONED
ALLED TO SEE YOU
ANTS TO SEE YOU
RETURNED YOUR CALL
PLEASE CALL
WILL CALL AGAIN
URGENT
ge
Operator
23-000 50 SHT. PAD
23-001 250 SHT. DISPENSER BOX

PRESS ASSOCIATION, INC.

50 ROCKEFELLER PLAZA
NEW YORK, N.Y. 10020

June 2, 1982

RECEIVED
JUN - 4 1982
PURCHASING
MIDDLEBURY COLLEGE

Middlebury College
Purchasing Dept. Service Building
Middlebury, VT 05753

INVOICE NO. 83753

784CC

RETURN THIS PORTION OF INVOICE WITH REMITTANCE

Report Service

Assessments for the news report ($70.35) and APRadio ($101.40) suspended 5/23/82.	
(CREDIT) May 23 - 29, 1982 @ $171.75 weekly	($171.75)
Standby charge of $8.20 weekly for APRadio during the period of suspension.	
May 23 - 29, 1982 @ $8.20 weekly	8.20
4 weeks ending June 26, 1982 @ $8.20 weekly	32.80
	($130.75)

NOTE: YOUR ACCOUNT HAS BEEN ADJUSTED BY THE ABOVE AMOUNT.

INVOICE NO.
PA - 83753

PRESS ASSOCIATION, INC.
50 Rockefeller Plaza, New York, N. Y. 10020

12/73 REV.

PRESS ASSOCIATION, INC.

50 ROCKEFELLER PLAZA
NEW YORK, N.Y. 10020

July 1, 1982

MIDDLEBURY COLLEGE
PURCHASING DEPT.
SERVICE BUILDING
MIDDLEBURY, VT 05753

INVOICE NO.
PA- 84595

RETURN THIS PORTION OF INVOICE WITH REMITTANCE

78400

s Report Service

5 weeks ending July 31, 1982 @ $8.20 weekly — $41.00

phone maintenance — 70.35

teletypes — 351.75

463.10

1 week June 19-26 — 130.75

5 weeks July 31 @ 70.35

332.35

INVOICE NO.
PA- 84595

RECEIVED
JUN 25 1982
PURCHASING
IIDDLEBURY COLLEGE

PRESS ASSOCIATION, INC.
50 Rockefeller Plaza, New York, N. Y. 10020

December 6, 1982

Press Association, Inc.
50 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

WRMC-FM will be off the air from December 12, 1982 until January 3, 1983. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline Flickinger
Director Student Activities

bc: Purchasing * We should not be billed --or should receive credit for the three weeks listed above. Credit should be $70.35 (teletype) plus $101.40 (audio) per week, a total of $171.75 per week.

December 6, 1982

Press Association, Inc.
50 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

WBNC-FM will be off the air from December 15, 1982 until January 3, 1983. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline Pickinger
Director Student Activities

bc: Purchasing " We should not be billed --or should receive credit for the three weeks listed above. Credit should be $70.35 (teletype) plus $101.40 (audio) per week, a total of $171.75 per week.

Press Association, Inc.

Roy Steinfort
Vice President

Affiliated with The Associated Press

December 15, 1982

Ms. Jacqueline Flickinger
Director/Student Activities
Station WRMC-FM
Middlebury College
Middlebury, Vermont 05753

Dear Ms. Flickinger:

We are in receipt of your December 6, 1982 letter requesting suspension of AP service from December 12, 1982 through January 3, 1983. We have marked our records accordingly.

If we can be of any further assistance to you, please let us know.

Sincerely,

RS/mk

Press Association, Inc.

Affiliated with The Associated Press

6/20/83

February 10, 1983

Ms. Lisa E. Olsson
News Director
Station WRMC-FM
Middlebury College
Drawer 29
Middlebury, Vermont 05753

Dear Ms. Olsson:

We are in receipt of your January 29 letter requesting information on your 1983 rates. You are paying $77.05 weekly for the Broadcast Wire and $111.05 weekly for the AP Radio Network. These rates became effective January 30, 1983 and will continue to be in effect for the entire 1983 fiscal year.

If we can be of any further assistance to you, please let us know.

Sincerely,

Arlene Sposato

Arlene Sposato
National Broadcast Executive
/mk

6/16/83

Purchasing:

My only question on these Press Assoc. bills is:

(1) Did they ever notify you of an increase in rates?

I have record of phone conversation with them in April '82 and rates then were

Teletype	70.35	weekly
Audio	101.40	
	171.75	

Jackie F.

increase!

(2) They now quote $188.10 per week, with $111.05/week for Audio, which means the teletype must be $77.05. It seems they should inform us when rates

FORM PA-1-12/73 REV.

PRESS ASSOCIATION, INC.

50 ROCKEFELLER PLAZA
NEW YORK, N.Y. 10020 June 8, 1983

RECEIVED
JUN 9 1983
PURCHASING
MIDDLEBURY COLLEGE

INVOICE NO.
PA- 98155

Middlebury College
Purchasing Dept.
Service Building
Middlebury, VT 05753

RETURN THIS PORTION OF INVOICE WITH REMITTANCE

784CC

Suspension of assessments, effective 5/23/83.

News Report Service

(CREDIT) 5/23 - 5/28/83 @ $188.10 weekly ($161.23)

DATE SENT 6-15 TO Jackie Flickinger
THE PURCHASING DEPARTMENT IS IN RECEIPT OF THE
FOLLOWING INVOICE _____ / STATEMENT _____
VENDOR Freeman
P.O. # _____ DATED _____ REQ. # _____
IF THE WORK / MERCHANDISE WAS SATISFACTORY /
RECEIVED, PLEASE APPROVE AND FORWARD THIS COPY
TO THE PURCHASING DEPT., SERVICE BLDG.
DATE 6/16/83 ACCOUNT # CHARGED _____
APPROVAL SIGNATURE J. Flickinger
WORK COMPLETED ✓ YES _____ NO

NOTE: YOUR ACCOUNT HAS BEEN ADJUSTED BY THE ABOVE AMOUNT

INVOICE NO.
PA- 98155

PRESS ASSOCIATION, INC.
50 Rockefeller Plaza, New York, N. Y. 10020

PA-1-12/73 REV.

PRESS ASSOCIATION, INC.

50 ROCKEFELLER PLAZA
NEW YORK, N.Y. 10020 June 8, 1983

Middlebury College
Purchasing Dept.
Service Building
Middlebury, VT 05753

INVOICE NO.
PA – 98156

RETURN THIS PORTION OF INVOICE WITH REMITTANCE

784CC

Report Service

Standby charge 5/23/83.

5/23 - 5/28/83 @ $8.20 weekly $7.03

RECEIVED
JUN 9 1983
PURCHASING
MIDDLEBURY COLLEGE

DATE SENT 6-15 TO Jackie Fluchaire
THE PURCHASING DEPARTMENT IS IN RECEIPT OF THE
FOLLOWING INVOICE _____ / STATEMENT _____.
VENDOR Press Assoc
P.O. # _____ DATED _____ REQ # _____
IF THE WORK / MERCHANDISE WAS SATISFACTORY / RECEIVED, PLEASE APPROVE AND FORWARD THIS COPY TO THE PURCHASING DEPT., SERVICE BLDG.
DATE 6/16/83 ACCOUNT # CHARGED 99.348
APPROVAL SIGNATURE J. Fluchaire
WORK COMPLETED ___✓___ YES _____ NO

INVOICE NO.

PA – 98156

PRESS ASSOCIATION, INC.
50 Rockefeller Plaza, New York, N. Y. 10020

PA-1-12/73 REV.

PRESS ASSOCIATION, INC.

50 ROCKEFELLER PLAZA
NEW YORK, N.Y. 10020 June 8, 1983

RECEIVED
JUN 9 1983
PURCHASING
MIDDLEBURY COLLEGE

Middlebury College
Purchasing Dept.
Service Building
Middlebury, VT 05753

INVOICE NO.
PA- 98157

784CC

RETURN THIS PORTION OF INVOICE WITH REMITTANCE

ws Report Service

Resumption of APRadio @ $111.05 weekly and discontinuance of standby charge @ $8.20 weekly, effective 6/15/83.

5/29 - 6/14/83 @ $8.20 weekly	$ 19.92
6/15 - 6/25/83 @ $111.05 weekly	174.51
	$194.43

DATE SENT 6-15 Jackie Flickinger
THE PURCHASING DEPARTMENT IS IN RECEIPT OF
FOLLOWING INVOICE / STATEMENT
FROM Press Assoc.
DATED
WORK / MERCHANDISE WAS SATISFACTORY
PLEASE APPROVE AND RETURN THIS
TO THE PURCHASING DEPT. SERVICE
DATE 6/16/83 ACCOUNT # CHARGED 99.345
APPROVAL SIGNATURE J. Flickinger
WORK COMPLETED ✓ YES

INVOICE NO.
PA- 98157

PRESS ASSOCIATION, INC.
50 Rockefeller Plaza, New York, N. Y. 10020

May 9, 1983

Press Association, Inc.
50 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

WRMC-FM will be off the air from May 23 through June 15 and again from August 14 through September 5. Please suspend audio service for those periods.

In addition, WRMC-FM requests suspension of teletype service for the period of May 23 through September 5.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

BC: Purchasing: Credit (or reduced billing) for the six weeks' suspension should be at the rate of $101.40 less about $25/month for maintenance of the phone line.

Credit for the summer's suspension of teletype service should be at the rate of $70.35/week.

May 9, 1983

Association, Inc.
Rockefeller Plaza
York, New York 10020

Sir or Madam:

WBMC-FM will be off the air from May 23 through June 15 and again from
August 14 through September 5. Please suspend audio service for those
periods.

In addition, WBMC-FM requests suspension of teletype service for the
period of May 23 through September 25.

Sincerely Yours,

Jacqueline Flickinger
Director Student Activities

DC: Purchasing: Credit (or reduced billing) for the six weeks' suspension
should be at the rate of $101.40 less about $25/month for
maintenance of the phone line.
Credit for the summer's suspension of teletype service
should be at the rate of $70.35/week.

4/6/83

MRS FLICKINGER:

COULD YOU MAKE THE APPROPRIATE ARRANGEMENTS TO SUSPEND WKUR'S AP TELETYPE SERVICE FOR THE PERIOD MONDAY MAY 23rd – WEDNESDAY AUG. 31. AS WE DO NOT HAVE A FINALIZED FALL TERM SCHEDULE AS OF YET THIS SHOULD COVER US FOR THE BEGINNING OF THE TERM.

WE WILL USE AP AUDIO THIS SUMMER.

2. SHOULD YOU OR I SUSPEND THE 6324 LINE FOR THE SUMMER? I THINK IT WOULD SAVE US LESS THAN $35 DOLLARS AFTER THE VARIOUS SERVICE CALLS AND FEES. IS IT WORTH THE HASSLE?

THANKS,

thgh

off may 23 – June 15

Aug 14 – Sept 5

Press Association, Inc.

Roy Steinfort
Vice President

Affiliated with The Associated Press

May 18, 1983

Ms. Jacqueline Flickinger
Director/Student Activities
Station WRMC-FM
Middlebury College
Drawer 29
Middlebury, Vermont 05753

Dear Ms. Flickinger:

This will confirm your May 9 letter requesting suspension of the Basic and AP Radio Network services. We have marked our records accordingly.

If we can be of further assistance, please let us know.

Sincerely,

RS/mk

Confirmed understanding OK by phone. H. Montgomery 5/24/83

AP Associated Press
Broadcast Services

John B. Schofield
National Broadcast Executive

RECEIVED
JAN 12 1984
PURCHASING
MIDDLEBURY COLLEGE

November 15, 1983

Press Association, Inc.
50 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

WRMC-FM will be off the air from December 19 to January 9. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline Flickinger
Director Student Activities

Associated Press
Broadcast Services

John B. Schofield
National Broadcast Executive

RECEIVED
JAN 12 1984
PURCHASING
MIDDLEBURY COLLEGE

January 6, 1984

Ms. Carol Bushey
Department of Purchasing
Service Building
Middlebury College
Middlebury, Vermont 05753

RE: WRMC-FM Radio

Dear Ms. Bushey:

Enclosed is a copy of the 1984 rate increase letter, which you requested.

Sincerely,

John Schofield

JBS/ral

cc: Marilyn Lacy, NY: as discussed.

Press Association, Inc.

Affiliated with The Associated Press

50 Rockefeller Plaza
New York, New York 10020
212 621-1511

Roy Steinfort
Vice President

October 25, 1983

This letter is to inform you of action taken by the Board of Directors of The Associated Press pertaining to its wholly-owned subsidiary, Press Association, Inc. through which we provide service to your system.

After careful study of the operating budget requirements for 1984, the Board has authorized a 5.5 percent general assessment increase that will be effective January 15, 1984 for all AP Members and Subscribers.

Next year will be extraordinary in terms of news events which must be fully covered and the cost of providing that coverage. The presential primaries, nominating conventions, campaigns, as well as the Winter and Summer Olympics, will add $5.3 million to our budget for 1984.

The Board concluded, therefore, that the increase was necessary. It is the lowest since 1971.

As this letter is written, we are confronted with what could be an enormous AT&T rate increase for 1984. The new tariff filed with the FCC would increase AP's communications costs by more than $8 million -- a 69 percent increase.

We intend to protest and obtain a reduction in that proposed tariff. In addition, our domestic satellite conversion program is at full speed to help offset the impact of the AT&T changes.

We appreciate your understanding of the need to impose this modest increase in order to continue providing your subscribers with the finest and most complete text news services.

Sincerely,

RS/lp

Press Association, Inc.

Affiliated with The Associated Press

May 10, 1984

Press Association, Inc.
50 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

Please make necessary arrangements for suspension of AP audio service for WRMC from May 28 to September 3.

Wire service should continue as usual.

Many thanks.

Sincerely yours,

J. Flickinger
Director Student Activities

cc: Purchasing

We ~~should~~ receive credit of
$ ~~124.15~~/week for the audio service on suspension.
117.15

May 10, 1984

Press Association, Inc.
50 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

Please make necessary arrangements for suspension of AT audio service for WBNC from May 28 to September 3.

Wire service should continue as usual.

Many thanks.

Sincerely yours,

J. Fitzkinger
Director Student Activities

cc: Purchasing

Press Association, Inc.

Affiliated with The Associated Press

May 22, 1984

Mr. J. Flickinger
Director of Student Activities
Middlebury College
Middlebury, Vermont 05753

Dear Mr. Flickinger:

Thank you for your May 10 letter regarding services to WRMC-FM. We will suspend WRMC's audio service from May 28 to Sept. 3, 1984, as you requested.

News Report service will continue without interruption.

Please let me know if you have any questions. Again, thank you for writing.

Sincerely,

John Schofield

John B. Schofield
National Broadcast Executive

JBS/ral

OK by phone - 12/12/84 to

Executive Offices 1825 K Street N.W., Washington, DC 20006 202/955-7211

November 15, 1983

Press Association, Inc.
50 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

WRMC-FM will be off the air from December 19 to January 9. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline Flickinger
Director Student Activities

November 15, 1985

Press Association, Inc.
30 Rockefeller Plaza
New York, New York 10020

Dear Sir or Madam:

WRNC-FM will be off the air from December 19 to January 9. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline Flickinger
Director Student Activities

December 17, 1984

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, DC 20006

Dear Mr. Schofield:

This will confirm our telephone conversation of this morning concerning suspension of service to Middlebury College station WRMC-FM. You agreed to suspend service to our station from today to January 7, 1985.

I appreciate your taking care of this on such short notice. I apologize for not notifying you with the usual advance notice.

Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

December 17, 1984

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, DC 20006

Dear Mr. Schofield:

This will confirm our telephone conversation of this morning concerning suspension of service to Middlebury College station WRMC-FM. You agreed to suspend service to our station from today to January 7, 1985.

I appreciate your taking care of this on such short notice. I apologize for not notifying you with the usual advance notice.

Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

May 14, 1985

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

I would appreciate your making the following arrangements for suspension of service to WRMC-FM:

Audio Service: suspend from May 25 through September 6

Teletype Service: suspend from May 25 to June 22
suspend again from August 9 to September 6

Many thanks.

Yours sincerely,

Jacqueline Flickinger
Director Student Activities

May 14, 1985

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

I would appreciate your making the following arrangements for suspension of service to WZMC-FM:

Audio Service: suspend from May 25 through September 6

Teletype Service: suspend from May 25 to June 22
suspend again from August 9 to September 6

Many thanks.

Yours sincerely,

Jacqueline Fleckinger
Director Student Activities

December 2, 1985

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

WRMC-FM will be off the air from December 17 through January 5. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline FLickinger
Director Student Activities

bc: Purchasing: Credit to our billing will reflect this suspension.

December 2, 1985

Mr. John E. Scholfield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Scholfield:

WEMC-FM will be off the air from December 17 through January 5. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline Hickinger
Director Student Activities

bc: Purchasing: Credit to our billing will reflect this suspension.

May 7, 1986

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

In preparation for our summer broadcasting format I am writing to request the following suspension of our AP service:

Audio Service: suspend from May 24 through September 6

Teletype: suspend from May 24 through June 22
suspend again from August 9 through September 6

Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

cc: Purchasing

May 7, 1956

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

In preparation for our summer broadcasting format I am writing to request the following suspension of our AP service:

Audio Service: suspend from May 24 through September 6

Teletype: suspend from May 24 through June 22
suspend again from August 9 through September 6

Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

cc: Purchasing

May 7, 1986

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

In preparation for our summer broadcasting format I am writing to request the following suspension of our AP service:

Audio Service: suspend from May 24 through September 6

Teletype: suspend from May 24 through June 22
suspend again from August 9 through September 6

Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

cc: Purchasing

May 7, 1986

Mr. John R. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

In preparation for our summer broadcasting format I am writing to request the following suspension of our AP service:

Audio Service: suspend from May 24 through September 6

Teletype: suspend from May 24 through June 22
suspend again from August 9 through September 6

Many thanks.

Sincerely yours,

Jacqueline Pilchinger
Director Student Activities

cc: Purchasing

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753

December 4, 1986

Mr. John B. Schofield
Press Association, Inc.
1825 K Street N.W.
Washington, D. C. 20006

Dear Mr. Schofield:

WRMC-FM will be off the air from December 14 through January 4. Would you please make necessary arrangements for suspension of AP service during that time.

Many thanks.

Very truly yours,

Jacqueline Flickinger
Director Student Activities

bc: Purchasing: Credit to our billing will reflect this suspension

12/4 .14

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753

May 5, 1987

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

In preparation for our summer broadcasting format I am writing to request the following suspension of our AP service:

Audio Service: Suspend from May 10 through September 7

Teletype: suspend from May 10 through June 29
suspend again from August 14 through September 7

Would you see that our billing is adjusted accordingly. Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

cc: Purchasing

11/15

Rationale for purchase of turntable.

Matt Labosz - Music Director

no faculty to review records.

Will be in office which is normally locked.

Now goes into record library to listen

Can do paperwork and listen at the same time with new equipment

11/16 #145

Cathy

Concern about "things" going away on WRNC

Is there money in budget.

CR

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753

December 8, 1987

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

WRMC-FM will be off the air from December 14 through January 3. Would you please suspend AP service during that time and arrange credit to our account.

Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

800-424-8804

May 16, 1988

Mr. John B. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

In preparation for our summer broadcasting format, I am writing to request the following suspension of our AP Service:

Audio Service: Suspend from May 22 through September 11

Teletype: Suspend from May 22 through June 20
Suspend again from August 20 through September 11

Would you arrange to have our billing adjusted accordingly. Many thanks.

Sincerely yours,

Jacqueline Flickinger
Director Student Activities

cc: Purchasing

GEO-743-6804

May 16, 1988

Mr. John H. Schofield
Press Association Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

In preparation for our summer broadcasting format, I am writing to request the following suspension of our AP Service:

Audio Service: Suspend from May 22 through September 11

Teletype: Suspend from May 22 through June 20
Suspend again from August 20 through September 11

Would you arrange to have our billing adjusted accordingly. Many thanks.

Sincerely yours,

Jacqueline Fitchinger
Director Student Activities

cc: Purchasing

To 8:30

Date _____ Time PM

WHILE YOU WERE OUT

M. Ken Charbat

of Re: Wire Service

Phone _____

Area Code Number Extension

TELEPHONED		PLEASE CALL	
CALLED TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		URGENT	

RETURNED YOUR CALL

Message Will send new contracts soon.

Operator

AMPAD EFFICIENCY®

23-000 50 SHT. PAD
23-001 250 SHT. DISPENSER BOX.

8/9/88 ① Monthly billing change to quarterly, in advance
② Suspension/credit clause - letter outlining schedule for year -, contract will be extended for time of suspension
③ Audio & teletype rates remain the same. Audio 136.10/week
Teletype 94.40/week

AP Associated Press
Broadcast Services

Ken Charbat
Broadcast Executive

July 25, 1988 8/9 - second conversation: Charbat will reissue contract. We will return contract with letter outlining suspensions for rest of year.

Mark Lieberfreund
WRMC FM
Drawer 2a
Middlebury College
Middlebury, VT 05753

Dear Mark:

As discussed, enclosed are agreements for Newspower, AP's high-speed, selectable news wire. upgrading

Also enclosed is information about supplies for the above named service.

Please have an officer of the Middlebury College sign the agreements and mail back to the address listed below.

Sincerely,

Ken Charbat

Questions to discuss:
① What about suspension credits (6-8 wks/yr.)
② How arrive at annual fee of *4657.50.* (at 94.40 x 46 weeks = $4342. Why annual fee? Use our money & get charge more plus paper/ribbon costs?
③ 1979 contract controls audio still

8/3/88 Charbat called back. Will research above questions & get back to me Thurs. or Monday.

*flat fee charged to all non-commercial.

We'll be paying more (4908. for privilege of being billed quarterly

AGREEMENT made at Washington, D.C. between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC FM, hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report to be provided hereunder shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 4657.50 per year, which sum shall be payable in advance. The charge may be increased by not more than 25 per cent during any two year period. It is further understood that if the Subscriber fails to pay the service charges required under this Agreement within thirty (30) days after the date such service charges become due, interest shall accrue from the date the service charges become due.

5. The term of this agreement shall be for a period of two years, commencing on ~~Sept 29, 1988~~ Oct 29, 1988 CSW ~~September 25, 1988~~, and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

6. If the Subscriber shall fail to pay the charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with expenses of physically delivering the news service to the Subscriber.

7. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM. The Subscriber hereby agrees that it will not make further use of the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

8. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

9. This agreement shall be governed and construed in accordance with the laws of Washington, D.C.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 26th day of September, 1988.

MIDDLEBURY COLLEGE

By /s/ Catherine S. Walsh

Title Director, Student Activities

PRESS ASSOCIATION, INC.

By _____

Title _____

at Washington, D.C.

PAE-REV0586

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753
(802) 388-3711

file

December 8, 1988

Mr. John B. Schofield
Press Association, Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schofield:

WRMC-FM will be off the air from December 12 through January 8. Would you please suspend AP service during that time and make arrangements to credit our account.

Many thanks.

Sincerely,

Catherine S. Walsh
Director of Student Activities

bc Purchasing

INTER-OFFICE MEMO

TO Mark Lieberfreund, Manager, WRMC Box 3030 DATE April 27, 1989

FROM Cathy Walsh SUBJECT New Rates for AP Radio/Radio

MESSAGE Mark, we have received word that rates for the above services have increased as follows:

AP Radio - $142.10 wkly (from $136.10 wkly)

Radio VT 98.55 wkly (from $94.40 wkly).

Are these rates for newspaper?

Ken Charbat says Radio VT = Newspower

Please adjust your budget request for '89 - '90 accordingly.

cc: Susanne Johnson, Box 2919

DAY-TIMERS RE-ORDER No. 6690 — Printed in USA

f

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753
(802) 388-3711

October 17, 1988

Ken Charbat
Associated Press
184 High Street
Boston, Massachusetts 02110

Dear Mr. Charbat,

Enclosed is the contract for the use of the Associated Press automatic printer service, beginning October 23, 1988.

You will note the addition of paragraph 10, which states:

> It is agreed that service to WRMC-FM may be suspended not more than twice annually during vacation months and that subscriber will advice Press Association at least 30 days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty-one days.

Please note also that we have processed two invoices for payment to the Press Association already:

> a. Resumption of assessments for AP network news service and Vermont radio wire service, in the amount of $428.07. Your invoice # 242208.
> b. AP radio for the time period September 25 to October 29 in the amount of $680.50. Your invoice #102011.

I have consulted Mrs. Flickinger, with whom you originally negotiated, regarding the issue of an annual fee versus the quarterly billing she requested. Because of our accounting system, she has advised that we continue to request the quarterly billing despite the additional $151.30 fee.

Thank you for your help. I assume we will be receiving an executed copy of the contract and an invoice for the first quarterly installment.

Sincerely,

Catherine Walsh
Director of Student Activities

Enc.

AGREEMENT made at Washington, D.C. between PRESS ASSOCIATION, INC. hereinafter called "Press Association," and WRMC FM at Middlebury College, Middlebury, Vermont, hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report to be provided hereunder shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 4,908.80 per year, which sum shall be payable in advance. The charge may be increased by not more than 25 per cent during any two year period. It is further understood that if the Subscriber fails to pay the service charges required under this Agreement within thirty (30) days after the date such service charges become due, interest shall accrue from the date the service charges become due.

5. The term of this agreement shall be for a period of two years, commencing on October 23, 1988 CSW, and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

6. If the Subscriber shall fail to pay the charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with expenses of physically delivering the news service to the Subscriber.

7. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC FM at Middlebury, Vermont. The Subscriber hereby agrees that it will not make further use of the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

8. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

9. This agreement shall be governed and construed in accordance with the laws of Washington, D.C.

10. On the reverse side of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the _____ day of _____, 19 _____.

PRESIDENT & FELLOWS OF MIDDLEBURY COLLEGE

By Catherine S. Walsh

Title Director, Student Activities

PRESS ASSOCIATION, INC.

By _____

Title _____

at Washington, D.C.

PAE-REV0586

10. It is agreed that service to WRMC-FM may be suspended not more than twice annually during vacation months and that Subscriber will advise Press Association at least 30 days prior to the beginning of such vacation as to the dates of suspension, provided such suspension exceeds twenty-one days.

WRMC FM
Middlebury College
Middlebury, Vermont

COPY
ON File
IN WASH.
KAC

Suspended Service of Associated Press

Audio and Teletype (Newspower)
December 19, 1988 to January 8, 1989

Audio only
May 15, 1989 to September 10, 1989

Teletype only (Newspower)
May 15, 1989 to July 2, 1989

Teletype only (Newspower)
August 20, 1989 to September 10, 1989

September 12, 1988

Associated Press
Broadcast Services

Ken Charbat
Broadcast Executive

June 26, 1989

Ms. Catherine S. Walsh
Director
Proctor Hall/Student Activities
Middlebury College
Middlebury, VT 05753

Dear Kathy:

Enclosed are revised agreements for Newspower service effective January 24, 1989 for WRMC-FM, Middlebury College. Before things get too confusing, let me explain.

In light of Middlebury's specific requests for suspension of service throughout their school year, Associated Press Broadcast Services in Washington, DC requests your previously authorized fifty two week agreement be replaced with the enclosed thirty nine week agreement.

Simply stated, Middlebury College should not pay for fifty two weeks of service when their actual need is closer to thirty nine weeks during a fifty two week year.

Please understand the enclosed agreements will supersede the one's signed last November.

The effective date is January 24, 1989, the day Newspower became effective at WRMC-FM.

Your previously submitted suspension request schedule is still on file in Washington and will be followed until further notice.

Please call if you have questions. If there are no questions, please sign and forward the enclosed agreements to the the address listed below.

Thanks for your patience and cooperation.

Sincerely,

184 High Street, Boston, Massachusetts 02110 (617) 357-8524 (Direct Line) or (617) 357-8100

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753
(802) 388-3711

July 12, 1989

Ken Charbat, Broadcast Executive
Associated Press
184 High Street
Boston, MA 02110

Dear Ken:

After our phone conversation last week, I checked with our Purchasing Department regarding the terms of the new agreement. During that conversation I learned that we have paid for "Radio VT" service at a rate of $98.55 weekly through May 22, 1989. We have also received a credit for May 22 through June 24, during which time our service was suspended. Copies of the invoices are enclosed.

You stated that we should not have been billed after January 24, 1989, the time at which the rates changed. This leads me to question again whether we are referring to the same service. None of the invoices refer to "Newspower."

I would appreciate your checking to confirm which services we are being billed for. Perhaps Catherine Barna, whose name appears on the credit memo, can straighten this out. I am holding the Newspower agreement until I hear from you.

Thanks in advance for your help.

Sincerely,

Catherine S. Walsh
Director of Student Activities

Enclosures

Newspower = upgraded service effective from

Will credit us from Jan 24 - May 22 -

Will send annual invoice for 3998.06, less the credit for slow-speed paid from 1-24 till 5-21 (22?)

/85 REV.

PRESS ASSOCIATION, INC.

POST OFFICE BOX 4285
GRAND CENTRAL STATION
NEW YORK, NY 10163
(212) 621-1500

January 1, 1989

CORRECTED INVOICE

Middlebury College
Purchasing Dept.
Service Building
Middlebury, VT 05753

INVOICE NO.
PA-242924

409150

RETURN THIS PORTION OF INVOICE WITH REMITTANCE

ews Report Service

Resumption of assessments for VT radio wire service, effective 9/25/88.

9/25/88 - 1/28/88 @ $94.40 weekly	$1,699.20

DUPLICATE INVOICE
DO NOT PAY
JAN 19 1989
To ACCOUNTING

INVOICE NO.

PRESS ASSOCIATION, INC.
POST OFFICE BOX 4285, GRAND CENTRAL STATION, NEW YORK, NY 10163

PRESS ASSOCIATION, INC.

POST OFFICE BOX 4285
GRAND CENTRAL STATION
NEW YORK, NY 10163
(212) 621-1500

MIDDLEBURY COLLEGE
PURCHASING DEPT.
SERVICE BUILDING
MIDDLEBURY, VT 05753

$962.60 DUE UPON RECEIPT

DATE: 02/01/89 Account No: 409150 Invoice No: 104858
PURCHASE ORDER NO:

AP. RADIO	568.40
RADIO VT.	394.20
Invoice total:	962.60

DUPLICATE INVOICE
DO NOT PAY
JAN 27 1989
To ACCOUNTING

This invoice covers weekly service for the period 01/29/89 thru 02/25/89

99-345-03 9120

PRESS ASSOCIATION, INC.

POST OFFICE BOX 4285
GRAND CENTRAL STATION
NEW YORK, NY 10163
(212) 621-1500

MIDDLEBURY COLLEGE
PURCHASING DEPT.
SERVICE BUILDING
MIDDLEBURY, VT 05753

$962.60 DUE UPON RECEIPT

DATE: 03/01/89 Account No: 409150 Invoice No: 105553
PURCHASE ORDER NO:

AP. RADIO	568.40
RADIO VT.	394.20
Invoice total:	962.60

This invoice covers weekly service for the period 03/01/89 thru 03/31/89

99-348-03 962.60

DUPLICATE INVOICE
DO NOT PAY
MAR - 1 1989
To ACCOUNTING

Associated Press
Press Association, Inc.

Catherine C. Barna
Assistant Credit Manager

March 7, 1989

RECEIVED
MAR 13 1989
PURCHASING
MIDDLEBURY COLLEGE

Mr. Howard W. Brush
Purchasing Dept.
Middlebury College
Service Bldg.
Middlebury, VT 05753

Re: PA #409150

Dear Mr. Brush:

Your request for the suspension of service from 12/12/88 through 1/8/89 has been processed. The credit appears on invoice #243296 dated February 4, 1989*

At this time, a credit of $780.83 appears on your account through March 25, 1989. Please deduct this credit from your April invoice and remit the difference.

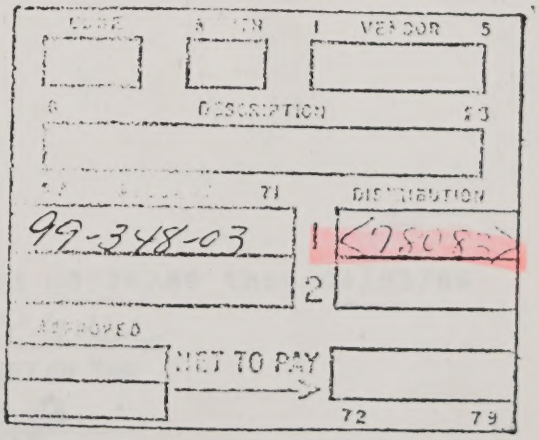
Thank you.

Sincerely,

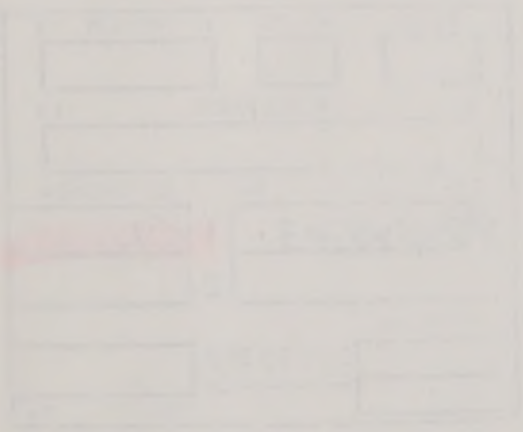
Catherine C. Barna

CCB/yrl

DUPLICATE IN
DO NOT PA
APR 20 19
To ACCOUNT



* This invoice was never received as Invoice # 104858 is for the period of 1/29/89 thru 2/25/89



PRESS ASSOCIATION, INC.

POST OFFICE BOX 4285
GRAND CENTRAL STATION
NEW YORK, NY 10163
(212) 621-1500

RECEIVED
APR 28 1989
PURCHASING
MIDDLEBURY COLLEGE

RECEIVED
MAR 31 1989
PURCHASING
MIDDLEBURY COLLEGE

MIDDLEBURY COLLEGE
PURCHASING DEPT.
SERVICE BUILDING
MIDDLEBURY, VT 05753

$1,203.25 DUE UPON RECEIPT

DATE: 04/01/89 Account No: 409150 Invoice No: 106251
PURCHASE ORDER NO:

AP. RADIO	5 wks @ ~~136.10~~ 142.10 =	~~544.40~~	680.50	710.50
RADIO VT.	5 wks @ ~~94.40/wk~~ 98.55 =	~~377.60~~	472.00	492.75
		~~922.00~~	1152.50	--------
			Invoice total:	1,203.25

is invoice covers weekly service for the period 03/26/89 thru 04/29/89

DATE SENT 4/10 TO C. Walsh
THE PURCHASING DEPARTMENT IS IN RECEIPT OF THE
FOLLOWING [illegible] /STATEMENT.
[illegible] #
[illegible] SATISFACTORY /
[illegible] FORWARD THIS
COPY [illegible] SERVICE BLDG.
DATE [illegible] CHARGED
APPROVAL SIGNATURE Catherine S. Walsh
WORK [illegible] YES NO

DUPLICATE INVOICE
DO NOT PAY
APR 28 1989
TO ACCOUNTING

Martha will check on any change in wkly rate & will call back. Thanks very much! x 5463

PRESS ASSOCIATION, INC.

POST OFFICE BOX 4285
GRAND CENTRAL STATION
NEW YORK, NY 10163
(212) 621-1500

MIDDLEBURY COLLEGE
PURCHASING DEPT.
SERVICE BUILDING
MIDDLEBURY, VT 05753

$962.60 DUE UPON RECEIPT

DATE: 05/01/89 Account No: 409150 Invoice No: 106942
PURCHASE ORDER NO:

AP. RADIO	568.40
RADIO VT.	394.20
Invoice total:	962.60

This invoice covers weekly service for the period 04/30/89 thru 05/27/89

99-348-03 962.60

DUPLICATE INVOICE
DO NOT PAY
JUN 23 1989
ACCOUNTING

PRESS ASSOCIATION, INC.

POST OFFICE BOX 4285
GRAND CENTRAL STATION
NEW YORK, NY 10163
(212) 621-1500

MIDDLEBURY COLLEGE
PURCHASING DEPT.
SERVICE BUILDING
MIDDLEBURY, VT 05753

$1,385.02 DUE UPON RECEIPT

DATE: 06/01/89 Account No: 409150 Invoice No: 107631
PURCHASE ORDER NO:

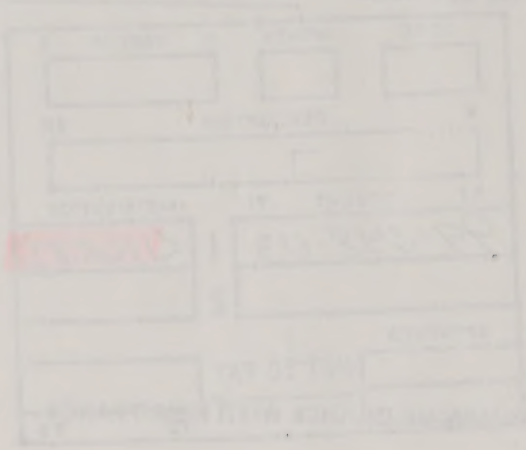
Opening Balance	Processed 4/28	$422.42
AP. RADIO		$568.40
RADIO VT.		$394.20
	Invoice total:	$1,385.02

< 422.42
962.60

DUPLICATE INVOICE
DO NOT PAY
MAY 19 1989
To ACCOUNTING

This invoice covers weekly service for the period 05/28/89 thru 06/24/89

97-3-503 962.60



"WIRE SERVICE"

AGREEMENT made at Washington, D.C. between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC-FM at Middlebury College, Middlebury, Vermont, hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report to be provided hereunder shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 3998.00 per year, which sum shall be payable in advance. The charge may be increased by not more than 25 per cent during any two year period. It is further understood that if the Subscriber fails to pay the service charges required under this Agreement within thirty (30) days after the date such service charges become due, interest shall accrue from the date the service charges become due.

5. The term of this agreement shall be for a period of two years, commencing on January 24, 1989, and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

6. If the Subscriber shall fail to pay the charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with expenses of physically delivering the news service to the Subscriber.

7. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC-FM at Middlebury, Vermont. The Subscriber hereby agrees that it will not make further use of the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

8. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

9. This agreement shall be governed and construed in accordance with the laws of Washington, D.C.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 30th day of June, 1989.

PRESIDENT & FELLOWS OF MIDDLEBURY COLLEGE

By Catherine S. Walsh
CATHERINE S. WALSH
Title DIRECTOR, STUDENT ACTIVITIES

PRESS ASSOCIATION, INC.

By James R. Williams III
James R. Williams III
Title Assistant Secretary
at Washington, D.C.

PAE-REV0586

AP Press Association, Inc.

Affiliated with The Associated Press

September 20, 1989

Ms. Catherine S. Walsh
Director of Student Activities
Middlebury College
Middlebury, VT 05753

Re: WRMC-FM, Middlebury, VT

Dear Ms. Walsh:

We at Press Association, Inc. are pleased to acknowledge the papers you gave Ken Charbat providing for a conversion to AP NewsPower, our highspeed selectable news and programming wire. An executed copy of the service agreement is enclosed for your files.

We appreciate your good business, Ms. Walsh. Please let us know when we can be of special help to you or your staff.

Sincerely,

James R. Williams
Director

JRW/jbs
Enclosure

Press Association, Inc.

Affiliated with The Associated Press

RECEIVED
AUG 3 1990

Lease fee for the Software

July 30, 1990

Ms. Catherine Walsh
Director of Student Activities
Middlebury College
Box C2200
Middlebury, VT 05753

Re: WRMC-FM, Middlebury, VT

Dear Ms. Walsh:

We are pleased to acknowledge the papers you gave Ken Charbat providing for AP NewsDesk service to WRMC-FM. An executed copy of the supplemental agreement is enclosed for your files.

Your news department is getting the only software tool designed specifically to select, sort and retrieve AP NewsPower.

Our tradition of reliability and service stands behind AP NewsDesk, Mr. Walsh. We look forward to helping you get the most out of this exciting product.

Sincerely,

James R. Williams
Vice President & Director

JRW/jbs
Enclosure

3 1600

AP
NEWSDESK

SUPPLEMENTAL AGREEMENT

This agreement supplements the news service agreement dated _____ (the "Agreement") between Press Association Inc. ("PA") and the undersigned Subscriber ("Subscriber") located at WRMC-FM, Middlebury College, Box C22-0, Middlebury, Vermont 05753.

Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this Supplemental Agreement. (Reference to the "Service" in the Agreement shall be deemed also to apply to the service provided under this Supplemental Agreement.)

a. PA agrees to provide the Subscriber with a copy of the object code of a software program known as AP NewsDesk ("NewsDesk Software") for use by the Subscriber solely for receiving the Service provided under its Agreement. PA will remove any printers now provided by PA and used by the Subscriber to receive the Service, and the Subscriber will provide and maintain a personal computer as reception equipment, to be certified compatible by PA, at the Subscriber's expense.

b. This Supplemental Agreement grants the Subscriber a non-exclusive license to use the NewsDesk Software program(s) on a single personal computer in accordance with the terms set forth herein. The Subscriber acknowledges that the program files and data files provided to the Subscriber hereunder are copyrighted by and remain the sole and exclusive property of PA. No part of the NewsDesk Software or accompanying manuals may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into any language or computer language, in any form, or reverse-assembled, by any means without the express written consent of PA. The Subscriber may make backup copies of the NewsDesk Software but may not transfer the NewsDesk Software to or enter into a sub-licensing agreement with another party. This Supplemental Agreement is not and shall not be deemed to be a license to connect the Subscriber's equipment directly to PA receiving equipment; all necessary interfaces, connections and changes to connections must be made by an authorized PA representative.

c. The Subscriber acknowledges that its license to use NewsDesk Software as set forth herein expires upon termination of the service provided under its Agreement and for which the NewsDesk Software's use is provided. Upon such termination, the Subscriber shall immediately return all copies of the NewsDesk Software and related documentation and destroy any electronically stored copies of the NewsDesk Software. Any news stories transmitted by PA to the Subscriber remain the property of PA and may not be retained in any form by the Subscriber for archival or research purposes beyond the term of this Supplemental Agreement.

d. This Supplemental Agreement shall be effective as of August 7, 1990, or the first date upon which PA actually provides a copy of the NewsDesk Software to the Subscriber under this Supplemental Agreement, and shall continue for the duration of the Agreement and any renewal term thereof. The termination privileges specified in the Agreement also apply to this Supplemental Agreement.

e. In consideration of the license to use the NewsDesk Software as set forth herein, as an enhancement and incidental to the receipt of the service(s) provided pursuant to the Agreement and any other supplemental agreements, the assessment payable by the Subscriber shall be increased by $ 260.00 per year, unless otherwise fixed as provided in the Agreement.

f. This Supplemental Agreement shall be governed by and construed in accordance with the laws of Washington, DC.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the 17th day of July, 19 90.

PRESIDENT & FELLOWS OF
MIDDLEBURY COLLEGE
(WRMC-FM)

Catherine S Walsh
Catherine S. Walsh
Director of Student Activities

PRESS ASSOCIATION INC.

JAMES R. WILLIAMS III
VICE PRESIDENT
at Washington, DC

NewsDesk-PAA-06/89

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753

September 11, 1989

Ken Charbat, Broadcast Executive
Associated Press
184 High Street
Boston, MA 02110

Dear Ken:

Enclosed is a signed agreement for Newspower. I understand that the agreement will be executed by AP and a copy returned to us.

Per our telephone conversation today, I will expect to see and invoice for the annual fee of $3,993.00, less a credit for payments made by the college during January 24 through May 22 for "slow speed" service.

Thank you for returning my call today.

Sincerely,

Catherine S. Walsh
Director of Student Activities

Enclosures

cc Martha Baldwin

3/29.

Audio - 131.50 + 4.60 = 136.10
Teletype - 91.20 + 3.20 = 94.40

Monthly

230.50

x 12

$2766.

May 16, 1991 - Ltr to Press Assoc.
WRMC SUSPEN

cc: Dan Hanson, St Mgr.
Martha Baldwin, Purchsg.

4/18/84

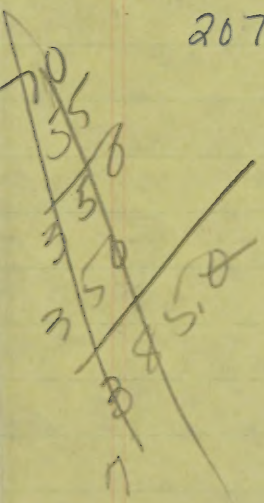
198.45/wk

audio + teletype

Teletype = $74/wk

1/85

207.75/wk



4/19/82

Conversation with Mr. Staley (Stachle) - AP rep, successor to Mr. Smith.

Charges are weekly -

Teletype	70.35
Audio	101.40

Audio maintenance between $25 + $30 / ~~week~~ month.

Contract self-renewing.

Suspensions must be for minimum of 21 days

Summer Proposal -
3/10/81 - added option
for A P

	original	10.7%	
Teletype -	57.35	+ 6.15	= 63.50
Audio -	82.65	+ 8.84	= 91.50
			155.00

$25/mo maintenance of
audio phone line.

63.50 8

- DP phone line -

{ FD 47005-020
teletype service }

- { Toll Test - Middlebury -
Frank Pelke }

- DP phone line -

- Teletype service -

- Tau Test - Mailbury -

Count Tube -

1-9-92 OC w/ Rob Schlesinger and John Tolger (AP)

15-20 min. newscast.
Wire use is appropriate. - RS says it's well utilized.
JT recommends "actualities"/sound bites. 15/20 sec.

AP 5 min news ea. hr. w/ their reports.

Use wire story combined w/ bites.

News, sports, entertainmt being fed all day.
200 day

DEV Waterbury uses 20.

Works well w/ advisor.

f

November 29, 1989
Mr. John B. Schoefield
Press Association, Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schoefield:

Would you please make the necessary arrangements for the suspension of service to our station, WRMC-FM, during the coming winter vacation from December 10, 1989 to January 7, 1990.

Since we are now on a 39-week agreement, there is no longer a need to arrange to credit our account as in the past for the teletype. * We will expect a credit for the audio service.
Enclosed is a list of each of the suspensions we will be asking for between now and September, 1990.

Thank you for your assistance.

Sincerely,

Catherine S. Walsh
Director of Student Activities

cc: Mark Lieberfreund, WRMC
Purchasing

* Per TC w/ John Scofield 12/12/89.

M. Baldwin X 5463
Russ Guilarmo

WRMC FM
Middlebury College
Middlebury, Vermont

Suspend Service of Associated Press

Audio and Teletype (Newspower)
December 10, 1989 to January 7, 1990

Audio only (Newspower)
May 16, 1990 to September 9, 1990

Teletype only (Newspower)
May 16, 1990 to June 24, 1990

Teletype only (Newspower)
August 11, 1990 to September 9, 1990

September 1, 1989

Sent to JDE/ACH Fri July 6 -
CALL AP on MON.

1797

(1) $1649 MODEL 30 (80286) 8530T31
1 MEG RAM / VGA / 1.44mD
30MG HD / SOFTWARE

25-036

1 meg RAM
HDD
SP Key
30mb
10 286
VGA

1797

$ 86 286 (88) 386 486

(2) Pro Printer 3 $349
9 PIN

IBM -
vendor #

378-9899

Model 30

$1649 Model 30 8530T31
1 meg Ram
30 meg HD

confirm P.O.#
where → delivered

1799

PP3 9PIN 349
24PIN 499
XL24E 679

x 5461

NewsDesk: Computer Friendly, Member Friendly

By Andrea Weisgerber
Assistant Director/Technology
AP Broadcast Services

The AP's newest technology for broadcasters hasn't hit the market yet, and already it's getting rave reviews.

AP NewsDesk is computer software designed to run on any highspeed AP circuit into an IBM-compatible PC. The software receives the wire and sorts it into member-generated categories, and allows users to edit the incoming AP stories as well as write their own copy.

Members will require an IBM PC, XT, AT, or PS/2 or a compatible IBM clone, with at least 640k of RAM, and a minimum 20-megabyte hard drive. The system performs most efficiently on an AT-class machine, and a larger hard drive will allow for more storage.

Lee Perryman, who designed AP NewsDesk, is supervising its development.

Nine member broadcast stations were Beta-testing the software as of mid-May, and bureaus that serve those stations were testing it too. Another 20 Beta sites were planned.

NewsDesk was designed for both the computer guru in a news shop and for staff members who are not computer-friendly. It is menu-driven, meaning that users can find their way around the computer by making selections from pop-up and pull-down windows.

AP NewsDesk scans the wire and moves copy into eight standard wire categories: national and international news; state/regional news; business/financial news; features/entertainment; farm/agricultural; sports; weather, and advisories. Most of these categories are then subdivided into smaller categories—all reachable by menu commands.

In addition, AP NewsDesk has an "All Stories" queue, which holds roughly two hours of all incoming copy, a "Bulletins" queue, and a queue called "Additional Categories," which allows members to set up their own categories of special interest. That way, a member who wants to put all local stories in one place can set up a new category to meet that need.

Using the same logic, NewsDesk users can send stories automatically to their printers, so that even if a radio station newsroom is unstaffed, for instance, disc jockeys can still receive weather forecasts, scores and regional news. The computer can be told to automatically print these items so that they're available to the announcer without using the computer.

NewsDesk includes an easy-to-use editor that allows users to edit wire copy, and combine it with their own copy to produce newscasts, as well as a word search function that allows members to search for stories efficiently.

Members also will be able to set their own kill clocks, from zero to 48 hours, for different categories of copy, and to set their own alarms. Plans also call for a "Send AP" feature that will allow members to electronically send local stories to AP bureaus.

Included in the package is an assignment calendar, telephone book and calculator, as well as an atlas, which has proved to be the most popular feature of all. Members can call up a state map, pinpoint a city and compute distances.

The atlas also will have interstate highway overlays, military base and airport locations to help a member station decide whether to send a crew to a news event.

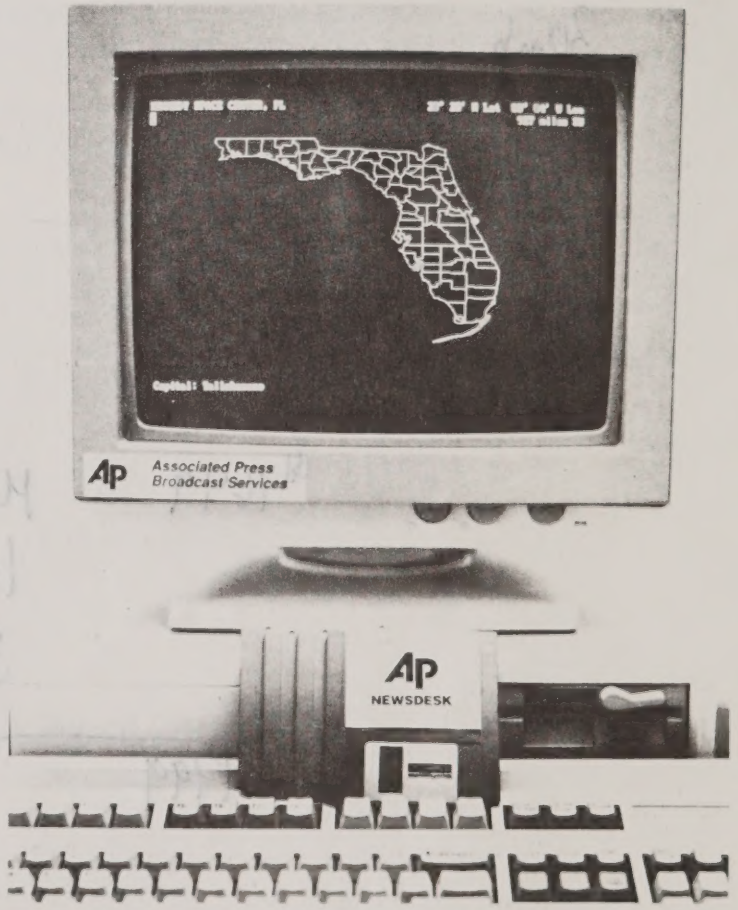
The software is designed to run in the background, meaning it will continue to receive copy if the user is running another program.

Although designed for broadcast newsrooms, NewsDesk also has applications for newspapers, AP bureaus and in foreign markets.

Software assistance will be available 24 hours a day from Broadcast Services in Washington.

Plans call for AP NewsDesk to be marketed late this summer.

AP NewsDesk was designed for both the computer guru and the user who is not as computer-oriented.



AP NewsDesk is designed to make news gathering easier for broadcasters. The computer software is menu-driven, so even those staff members who aren't computer pros can find their way around the system easily and quickly. NewsDesk includes software that allows users to call up a state map on their screen.

AP
NEWSDESK

SUPPLEMENTAL AGREEMENT

This agreement supplements the news service agreement dated _____ (the "Agreement") between Press Association Inc. ("PA") and the undersigned Subscriber ("Subscriber") located at WRMC-FM at Middlebury College, Middlebury, Vermont _____.

Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this Supplemental Agreement. (Reference to the "Service" in the Agreement shall be deemed also to apply to the service provided under this Supplemental Agreement.)

a. PA agrees to provide the Subscriber with a copy of the object code of a software program known as AP NewsDesk ("NewsDesk Software") for use by the Subscriber solely for receiving the Service provided under its Agreement. PA will remove any printers now provided by PA and used by the Subscriber to receive the Service, and the Subscriber will provide and maintain a personal computer as reception equipment, to be certified compatible by PA, at the Subscriber's expense.

b. This Supplemental Agreement grants the Subscriber a non-exclusive license to use the NewsDesk Software program(s) on a single personal computer in accordance with the terms set forth herein. The Subscriber acknowledges that the program files and data files provided to the Subscriber hereunder are copyrighted by and remain the sole and exclusive property of PA. No part of the NewsDesk Software or accompanying manuals may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into any language or computer language, in any form, or reverse-assembled, by any means without the express written consent of PA. The Subscriber may make backup copies of the NewsDesk Software but may not transfer the NewsDesk Software to or enter into a sub-licensing agreement with another party. This Supplemental Agreement is not and shall not be deemed to be a license to connect the Subscriber's equipment directly to PA receiving equipment; all necessary interfaces, connections and changes to connections must be made by an authorized PA representative.

c. The Subscriber acknowledges that its license to use NewsDesk Software as set forth herein expires upon termination of the service provided under its Agreement and for which the NewsDesk Software's use is provided. Upon such termination, the Subscriber shall immediately return all copies of the NewsDesk Software and related documentation and destroy any electronically stored copies of the NewsDesk Software. Any news stories transmitted by PA to the Subscriber remain the property of PA and may not be retained in any form by the Subscriber for archival or research purposes beyond the term of this Supplemental Agreement.

d. This Supplemental Agreement shall be effective as of _____, or the first date upon which PA actually provides a copy of the NewsDesk Software to the Subscriber under this Supplemental Agreement, and shall continue for the duration of the Agreement and any renewal term thereof. The termination privileges specified in the Agreement also apply to this Supplemental Agreement.

e. In consideration of the license to use the NewsDesk Software as set forth herein, as an enhancement and incidental to the receipt of the service(s) provided pursuant to the Agreement and any other supplemental agreements, the assessment payable by the Subscriber shall be increased by $_____ per year, unless otherwise fixed as provided in the Agreement.

f. This Supplemental Agreement shall be governed by and construed in accordance with the laws of Washington, DC.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the_____ _____ day of _____, 19____.

'RESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE

_____

_____

_____

PRESS ASSOCIATION INC.

_____

_____

at Washington, DC

AP
NEWSDESK

SUPPLEMENTAL AGREEMENT

This agreement supplements the news service agreement dated _____ (the "Agreement") between Press Association Inc. ("PA") and the undersigned Subscriber ("Subscriber") located at WRMC-FM at Middlebury College, Middlebury, Vermont _____.

Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this Supplemental Agreement. (Reference to the "Service" in the Agreement shall be deemed also to apply to the service provided under this Supplemental Agreement.)

a. PA agrees to provide the Subscriber with a copy of the object code of a software program known as AP NewsDesk ("NewsDesk Software") for use by the Subscriber solely for receiving the Service provided under its Agreement. PA will remove any printers now provided by PA and used by the Subscriber to receive the Service, and the Subscriber will provide and maintain a personal computer as reception equipment, to be certified compatible by PA, at the Subscriber's expense.

b. This Supplemental Agreement grants the Subscriber a non-exclusive license to use the NewsDesk Software program(s) on a single personal computer in accordance with the terms set forth herein. The Subscriber acknowledges that the program files and data files provided to the Subscriber hereunder are copyrighted by and remain the sole and exclusive property of PA. No part of the NewsDesk Software or accompanying manuals may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into any language or computer language, in any form, or reverse-assembled, by any means without the express written consent of PA. The Subscriber may make backup copies of the NewsDesk Software but may not transfer the NewsDesk Software to or enter into a sub-licensing agreement with another party. This Supplemental Agreement is not and shall not be deemed to be a license to connect the Subscriber's equipment directly to PA receiving equipment; all necessary interfaces, connections and changes to connections must be made by an authorized PA representative.

c. The Subscriber acknowledges that its license to use NewsDesk Software as set forth herein expires upon termination of the service provided under its Agreement and for which the NewsDesk Software's use is provided. Upon such termination, the Subscriber shall immediately return all copies of the NewsDesk Software and related documentation and destroy any electronically stored copies of the NewsDesk Software. Any news stories transmitted by PA to the Subscriber remain the property of PA and may not be retained in any form by the Subscriber for archival or research purposes beyond the term of this Supplemental Agreement.

d. This Supplemental Agreement shall be effective as of _____, or the first date upon which PA actually provides a copy of the NewsDesk Software to the Subscriber under this Supplemental Agreement, and shall continue for the duration of the Agreement and any renewal term thereof. The termination privileges specified in the Agreement also apply to this Supplemental Agreement.

e. In consideration of the license to use the NewsDesk Software as set forth herein, as an enhancement and incidental to the receipt of the service(s) provided pursuant to the Agreement and any other supplemental agreements, the assessment payable by the Subscriber shall be increased by $ 260.00 per year, unless otherwise fixed as provided in the Agreement.

f. This Supplemental Agreement shall be governed by and construed in accordance with the laws of Washington, DC.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the_____ _____ day of _____, 19____.

SIDENT AND FELLOWS OF MIDDLEBURYCOLLEGE

_____

_____

_____

PRESS ASSOCIATION INC.

_____

_____

at Washington, DC

WRMC Computer

TC w/ Bob Peskin 6-?

any hidden costs? - Norm Hadley will know.
upkeep on 2 computers. $
" Saving will be in paper " —
Is there any saving $?

AP Teletype – current system. 60-75% is "garbage"

computer will replace local news/AP Teletype

Satellite

Are there other uses for a PC?

Cataloguing

5-16-90
Dan Hanson
News Director, WRMC
Drawer 29

Mrs. Walsh,

Here at WRMC we currently receive our news via an Associated Press Teletype. We would like to upgrade this system to a software-based A.P. News service called NewsDesk. NewsDesk provides the same information as the Teletype, but the stories are editable and automatically categorized; it is the latest in A.P. informations technology and would be a great professional tool .

With the current system, everything that is transmitted by A.P. is printed out; stories ranging from world news to local weather are jumbled together. The news staff must sort through an old stack of printouts and select relevant stories to use in each report. The Newsdesk system stores and categorizes all recent stories; the staff will be able to quickly sort through all stories and print only the necessary ones. Under the current 24-hour printing system, the A.P. printer is prone to mechanical failure; such failure would be unlikely with the computer-based Newsdesk.

The News Department broadcasts two reports per day: a noon report and an evening report. Newsdesk would help to increase the professionalism of these reports. The Newsdesk service costs $260 per year more than the current service, a reasonable cost considering how much more we would be able to get out of the A.P. subscription.

I am writing to propose the purchase of the necessary hardware: a 640k IBM computer with a 20 megabyte hard disk and printer. After speaking with Mr. Hadley in Administrative Computing, I am requesting the purchase of one IBM PS/2 computer ($837) with 20 megabyte hard disk ($472) and a Pro Printer 2 model #4201 ($269). These prices were quoted to me by Mr. Hadley and represent a substantial discount below retail prices. In fact, this IBM system cost ($1578) is less than that of an IBM-compatable Epson system ($1599) from Computer Alternatives downtown.

In addition to the hardware, I am requesting the purchase of a service contract with IBM. For $228.23 the contract will cover any failure in the PS/2 and hard disk for five years. This contract is particularly important since if the

computer fails, WRMC will be without its primary source for local news and weather.

The total system cost should then be $1806.23 plus minimal installation. The WRMC board has unanimously approved making this purchase from our reserve accounts. This one-time computer purchase will allow WRMC to provide the highest quality new services for years to come.

Respectfully Submitted,

Dan Hanson

Dan Hanson
News Director, WRMC

MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753

July 17, 1990

Ken Charbat, Broadcast Executive
Associated Press
184 High Street
Boston, Massachusetts 02110

Dear Ken:

Enclosed please find executed copies of the NewDesk agreement and option sheet. I understand that the installation of the software may take another two to three weeks, depending upon the backlog you are experiencing this summer.

Could you please let me know when we could expect to receive the software, and what the installation process is. Does an AP representative visit the campus? Who is responsible for collecting the old equipment?

Thanks again for your attention to this matter.

Sincerely,

Catherine S. Walsh
Director of Student Activities

Enclosures

AP NEWSDESK

AP NewsDesk Options

Call letters/Company/Agency name: WRMC-FM

Address: DRAWER 29 MIDDLEBURY COLLEGE

City: MIDDLEBURY State: VT Zip: 05753

Contact: DAN HANSON Telephone: 802-388-6323

Please complete this form in its entirety. Installation requests cannot be processed without this information. To modify your current AP news menu, please complete a service options sheet. For assistance, call 1-800-232-7241 or 1-202-955-7241.

Brand/model of computer to be used with AP NewsDesk (please be specific): IBM MODEL 30/286

What is the approximate distance from your current AP printer to the desk where you will install AP NewsDesk? A MATTER OF INCHES (ADJACENT)

DOS version 3.3 or later is required. What brand/version of DOS are you running (i.e. MS-DOS 3.3 or PC-DOS 4.0): PC-DOS 4.0

(If you don't know, type VER and press [Enter] at any DOS prompt)

Floppy disk drive:

A: ✓

360k 5¼"
1.2meg 5¼"
720k 3½"
(1.44meg 3½")

Hard disk drives:

C: 30 megabytes

D: _____ megabytes

(Minimum 20 megabytes required for AP NewsPower and AP Headlines, 40 megabytes for APTV)

Total RAM: 1 MEG kilobytes

(640k required to load AP NewsDesk)

Which serial port (COM1: or COM2:) will AP NewsDesk use to receive news wire copy? COM1:

IMPORTANT: Does the serial port connector have 9 pins or 25 pins? 25 PIN

A printer port designated as LPT1: is required for operation. However, you may print to either LPT1:, LPT2: or LPT3. Which parallel port will be used for printing by AP NewsDesk? LPT1:

What printer brand and model will you be using? IBM PROPRINTER 3

Monitor type:

Monochrome (no graphics) _____

Monochrome (Hercules) _____

Color (CGA, MCGA, EGA or (VGA)) X

With AP NewsDesk, you can electronically contribute local stories to your nearest AP bureau. If a modem is connected to or designated as one of the ports, which port? _____

AP NewsDesk was designed to work on any IBM-compatible personal computer. Minimum specifications are:

- IBM PC, XT, AT or PS/2 computer, or 100% compatible (AT-class suggested)
- 640k RAM
- one 5¼-inch or 3½-inch floppy disk drive, configured as drive A:
- one hard disk (28ms access time suggested, 20 megabyte capacity minimum), partitioned with FDISK (third-party partitioning drivers are not supported)
- PC-DOS or MS-DOS version 3.3x or 4.x (except Compaq MS-DOS 3.31)
- one serial port, with either DB-25 or DB-9 connector
- one parallel printer port, addressed as LPT1:, with standard DB-25 connector, cable and compatible 80-column printer; printing supports either LPT1:, LPT2: or LPT3:.
- color or monochrome display adapter (MDA, Hercules monographic, CGA, MCGA, EGA or VGA), with compatible color or monochrome monitor
- one 1,200-baud or 2,400-baud Hayes compatible modem (optional, for phonebook autodialing and for contributing your stories to the nearest AP news bureau)

There are varying definitions of IBM "compatibility." Because hardware and software add-ons and add-ins affect compatibility, it is impractical for us to provide a list of compatible computers. If you have a question about systems, please call 1-800-232-7241.

Known Computer Incompatibilities:

Radio Shack/Tandy 1000-series PCs do not have a standard DB-25 printer connector and are not supported.
The AT&T 6310 (and other members of the 6300 family) may not be compatible. Some will not run DOS versions later than 3.2.
The Wells-American A-Star/286 with ROM BIOS dated prior to 1/15/87 is acceptable but is not fully compatible.
Most Radio Shack/Tandy printers are not IBM compatible without hardware modification.

Additional technical documnetation is available upon request.

Video Card Incompatibilities:

AP NewsDesk requires a video display card that is 100-percent compatible with an IBM CGA, MCGA, EGA, VGA or Hercules monochrome card. According to testing by Microsoft and AP, the following cards had various problems ranging from hanging the machine to causing an unreadable display:

ATi VIP card
Any Boca Research video card
Genoa SuperVGA HiRes
Nokia VGA
Older Quadram CGA cards
Sigma EGA
ATi VGA Wonder
Everex EGA
NEC EGA
Paradise MGC
Quadram VGA
Sigma VGA
VIP ATi VGA
Vega Video Seven Fastwrite VGA
Vega Video Seven VGA
Unisys CGA
Tecmar VGA (ROM v1.08, v1.09)

Disk Partitioning Problems:

Until DOS 4.0x, hard disk partitions were limited to 32 megabytes. Special disk partitioning utilities are sometimes used with earlier versions of DOS to permit access to larger amounts of disk space as a single volume.

PC-DOS 4.0x and MS-DOS 4.0x offer the only "official" IBM/Microsoft support for partitions greater than 32mb. Many non-standard partitioning schemes will cause problems when used with AP NewsDesk and/or third-party disk caching utilities.
According to Microsoft, problem software includes:

Disk Manager by Ontrack & Seagate (using device driver DMDRVR.BIN)
Priam disk partitioning (supplied with Priam hard disks)
Golden Bow V-Feature Deluxe
Partitioning used by CORE hard disks
Any system with a XENIX or UNIX partition on the hard disk

AP NewsDesk may not function properly on a system using one of the above methods for disk partitioning. Similar utilities may or may not cause problems.

AP Associated Press
Broadcast Services

RECEIVED
JUL 16 1990

July 12, 1990

Ms. Catherine Walsh
Director of Student Activities
WRMC-FM
Box C2200
Middlebury, Vermont 05753

Dear Ms. Walsh:

Ken Charbat, our representative for your area, asked me to forward agreements to you providing for AP NewsDesk service at WRMC-FM, Middlebury, Vermont.

Please find enclosed two copies of the NewsDesk agreement and a NewsDesk option sheet. The assessment for NewsDesk is $260.00 annually, with an effective date of August 7, 1990.

Please have the agreements signed by an officer and the option sheet filled out, and return them to Mr. Charbat as soon as possible. Mr. Charbat's address is: %Associated Press, 184 High Street, Boston, Massachusetts 02110.

If you have any questions, please feel free to call Mr. Charbat at 617/357-8100.

Sincerely,

Carla F. Davis
Broadcast Assistant

Enclosures

1825 K Street, N.W., Washington, D.C. 20006-1253 202 955-7200

RECEIVED
JUL 18 1990

AP Associated Press
Broadcast Services

Ken Charbat
Broadcast Executive

RECEIVED
JUL 26 1990

July 24, 1990

Ms. Catherine S. Walsh
Director of Student Activities
Middlebury College
Box C 2200
Middlebury, VT 05753

Dear Cathy:

Thank you for returning the NewsDesk agreements. Your staff will wonder how they ever got along without it!

Your service will be effective on or before August 7th. An AP technician will contact you to arrange a convenient installation time, date, etc.

NewsDesk is menu driven. This means those using the system can learn to use it by simply following the instructions displayed on the screen after it has been installed.

A complete users manual is provided at installation.

If you would like me to arrange a personal visit to assist in running NewsDesk, just give me a call.

AP will pick up its printer 30 days from the day NewsDesk becomes effective. This gives station personnel plenty of time to learn NewsDesk while being able to "fall back" on the printer if something should go wrong.

As always, please call if you should have any questions or concerns.

Thanks again,

184 High Street, Boston, Massachusetts 02110 617/357-8100

RECEIVED
JUL 23 1991

Monday, July 22 1991

Cathy--

With hearty consent of my fellow managers, I ask that the AP Network News service (i.e., audio feed) which had been temporarily suspended for the summer, be permanently discontinued. Our AP Newsdesk system has proven to be a more thorough and timely source of news.

Thanks,

Dan Hanson
Station Manager

Invoice enclosed

forwarded to Martha

WRMCSUSAUP

WRMC-FM 91.7 MHz DRAWER 29 MIDDLEBURY COLLEGE MIDDLEBURY, VERMONT 05753 (802) 388-6323

RECEIVED
JUL 23 1991

f.

July 24, 1991

Mr. John B. Schoefield
Press Association, Inc.
1825 K Street N.W.
Washington, D.C. 20006

Dear Mr. Schoefield:

WRMC station managers have contacted me to ask that we permanently discontinue the AP Network News (audio feed) service. They have found the AP Newsdesk system to be a more thorough and timely source of news.

Our audio feed had been suspended for the summer months. Would you please make the necessary arrangements to see that service does not begin again in September.

Thanks for your assistance.

Sincerely,

Catherine S. Walsh

Director of Student Activities

cc: Dan Hanson, Station Manager

Martha Baldwin, Purchasing

AP Press Association, Inc.

Affiliated with The Associated Press

August 15, 1991

Ms. Catherine S. Walsh
Dean of Student Activities
Middlebury College
Middlebury, VT 05753

Re: WRMC-FM, Middlebury, VT

Dear Ms. Walsh:

This will acknowledge your July 24 letter to John Schofield which places your AP Network News service under notice of cancellation. We have marked our records to show that service will formally terminate on September 2, 1991, as you requested.

We value our relationship with WRMC, Ms. Walsh. PJohn Folger, our Regional Radio Executive for Vermont will be in touch with you soon. In the meantime please let me know if I can be of special assistance.

Sincerely,

James R. Williams
Vice President & Director

JRW/jbs

Associated Press
Broadcast Services

John Folger
Regional Radio Executive

RECEIVED
JAN 14 1992

January 13, 1992

Ms. Catherine S. Walsh
Director of Student Activities
Middlebury College/WRMC-FM
Box C2200
Middlebury VT 05753

Dear Cathy:

It was good to see you again. Thank you for your time to discuss AP and WRMC.

I'm encouraged that the wire is getting so much use by the students. I hope the commitment to news at WRMC continues, and AP continues to play a vital role.

As we discussed, the presence of AP Network News at the station could provide for a more realistic learning environment for students interested in news and production. And it would allow the station to have a professional and polished sound. Of course, it requires the equipment to handle the network (a reel-to-reel) and the commitment of the students to utilize it. It would help if there was a College staffer who could train new students every year. This would ensure greater usage.

I hope you will consider AP Network News. I feel it would be a great learning opportunity. Please feel free to call if I can be of any assistance.

Regards,

John Folger
RRE

184 High Street, Boston, MA 02110 (617) 357-8524 or (617) 357-8100 FAX (617) 338-8125

AP Press Association, Inc.

Affiliated with The Associated Press

RECEIVE
NOV - 2

October 27, 1990

Dear Subscriber:

For 1991 budget planning, this is to remind you of an upcoming change in rates for your news services.

Effective January 20, 1991, the Associated Press and Press Association Inc. will institute a 3.9 percent increase in charges. Notification was transmitted on AP news wires following action by the Board of Directors in September.

The increase is well below the projected inflation rate for 1990 and 1991 and, in percentage terms, is the smallest increase in three years. It was possible to keep the increase at that figure only through a vigorous cost control effort and through an ongoing effort to develop new sources of revenue.

We appreciate your understanding and continued support.

Sincerely,

Jim Williams

James R. Williams III
Vice President &
Director of Broadcast Services

OC w/ Jon Folger - This increase did not happen - Should anticipate a 5-7% increase in the WIRE SERVICE (#3998) contract. for 9/1/91. Confirm annual bill w/ Purchasing

Executive Offices 1825 K Street N.W., Washington, DC 20006 202/955-7211

RECEIVED
NOV - 2

11/5
Sent to WRRC
Emily Locke
Matt Robin
K. Kawano

AP NEWSDESK

SUPPLEMENTAL AGREEMENT

This agreement supplements the news service agreement dated _____ (the "Agreement") between Press Association Inc. ("PA") and the undersigned Subscriber ("Subscriber") located at WRMC-FM, Middlebury College, Box C2200, Middlebury, Vermont 05753.

Except to the extent inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain applicable to the parties throughout the term of this Supplemental Agreement. (Reference to the "Service" in the Agreement shall be deemed also to apply to the service provided under this Supplemental Agreement.)

a. PA agrees to provide the Subscriber with a copy of the object code of a software program known as AP NewsDesk ("NewsDesk Software") for use by the Subscriber solely for receiving the Service provided under its Agreement. PA will remove any printers now provided by PA and used by the Subscriber to receive the Service, and the Subscriber will provide and maintain a personal computer as reception equipment, to be certified compatible by PA, at the Subscriber's expense.

b. This Supplemental Agreement grants the Subscriber a non-exclusive license to use the NewsDesk Software program(s) on a single personal computer in accordance with the terms set forth herein. The Subscriber acknowledges that the program files and data files provided to the Subscriber hereunder are copyrighted by and remain the sole and exclusive property of PA. No part of the NewsDesk Software or accompanying manuals may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into any language or computer language, in any form, or reverse-assembled, by any means without the express written consent of PA. The Subscriber may make backup copies of the NewsDesk Software but may not transfer the NewsDesk Software to or enter into a sub-licensing agreement with another party. This Supplemental Agreement is not and shall not be deemed to be a license to connect the Subscriber's equipment directly to PA receiving equipment; all necessary interfaces, connections and changes to connections must be made by an authorized PA representative.

c. The Subscriber acknowledges that its license to use NewsDesk Software as set forth herein expires upon termination of the service provided under its Agreement and for which the NewsDesk Software's use is provided. Upon such termination, the Subscriber shall immediately return all copies of the NewsDesk Software and related documentation and destroy any electronically stored copies of the NewsDesk Software. Any news stories transmitted by PA to the Subscriber remain the property of PA and may not be retained in any form by the Subscriber for archival or research purposes beyond the term of this Supplemental Agreement.

d. This Supplemental Agreement shall be effective as of August 7, 1990, or the first date upon which PA actually provides a copy of the NewsDesk Software to the Subscriber under this Supplemental Agreement, and shall continue for the duration of the Agreement and any renewal term thereof. The termination privileges specified in the Agreement also apply to this Supplemental Agreement.

e. In consideration of the license to use the NewsDesk Software as set forth herein, as an enhancement and incidental to the receipt of the service(s) provided pursuant to the Agreement and any other supplemental agreements, the assessment payable by the Subscriber shall be increased by $ 260.00 per year, unless otherwise fixed as provided in the Agreement.

f. This Supplemental Agreement shall be governed by and construed in accordance with the laws of Washington, DC.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the 17th day of July, 1990.

PRESIDENT & FELLOWS OF MIDDLEBURY COLLEGE (WRMC-FM)

Catherine S. Walsh

Catherine S. Walsh
Director of Student Activities

NewsDesk-PAA-06/88

PRESS ASSOCIATION INC.

JAMES R. WILLIAMS III
VICE PRESIDENT
at Washington, DC

AGREEMENT made at Washington, D.C. between PRESS ASSOCIATION, INC., hereinafter called "Press Association," and WRMC-FM at Middlebury College, Middlebury, Vermont, hereinafter called the "Subscriber," witnesseth:

1. Press Association shall furnish to the Subscriber a special news report containing important national and international news gathered by and made available to Press Association and compiled from the complete dispatches of The Associated Press.

2. The news report shall be made available to the Subscriber by means of an automatic printer service of Press Association. If any local taxes are assessed and paid on the automatic printer belonging to Press Association, the Subscriber agrees to reimburse Press Association for the taxes so paid.

3. The news report to be provided hereunder shall be furnished daily.

4. The Subscriber shall pay to Press Association for the right to receive and use the news report, as hereinafter provided, the sum of $ 3998.00 per year, which sum shall be payable in advance. The charge may be increased by not more than 25 per cent during any two year period. It is further understood that if the Subscriber fails to pay the service charges required under this Agreement within thirty (30) days after the date such service charges become due, interest shall accrue from the date the service charges become due.

5. The term of this agreement shall be for a period of two years, commencing on January 24, 1989, and unless terminated as hereinafter provided, it shall continue in effect for successive like periods. This agreement may be terminated at the end of the first or any subsequent period by either party by written notice to the other, such notice to be given by registered mail not less than sixty days prior to the end of any such period.

6. If the Subscriber shall fail to pay the charges provided for in Article 4 hereof, when due, or shall fail to fulfill any other obligation under this agreement, the news service hereunder may be suspended and the Subscriber shall be liable to Press Association for the total amount of the charges provided for in Article 4 hereof, for the balance of the term provided for in Article 6 hereof, less the expenses which Press Association would have incurred during this period in connection with expenses of physically delivering the news service to the Subscriber.

7. The news report to be furnished by Press Association shall be used by the Subscriber solely for classroom study purposes and/or for non-commercial broadcasting purposes through the facilities of WRMC-FM at Middlebury, Vermont. The Subscriber hereby agrees that it will not make further use of the news report and that it will not give or sell to, or authorize the use by, any other person, firm or corporation of the news report or of any of the news, information or intelligence furnished by Press Association hereunder.

8. Press Association shall not be liable to the Subscriber for any loss or damage resulting from the interruption or suspension of the automatic printer service, by reason of mechanical breakdowns, strikes, or other causes beyond its control, and Press Association shall not be liable to the Subscriber for any loss or damage to, or for any claims made against the Subscriber arising or resulting from the use by the Subscriber of the news report furnished by Press Association.

9. This agreement shall be governed and construed in accordance with the laws of Washington, D.C.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 30th day of June, 19 89.

PRESIDENT & FELLOWS OF MIDDLEBURY COLLEGE

By Catherine S. Walsh
CATHERINE S. WALSH
Title DIRECTOR, STUDENT ACTIVITIES

PRESS ASSOCIATION, INC.

By James R. Williams III
James R. Williams III
Title Assistant Secretary
at Washington, D.C.

PAE-REV0588